

The Gazette



of India

PUBLISHED BY AUTHORITY

No. 3] NEW DELHI, SATURDAY, JANUARY 20, 1951

NOTICE

The undermentioned Gazettes of India Extraordinary were published during the week ending the 17th January 1951 :—

S. No.	No. and Date	Issued by	Subject
1	S. R. O. 19, dated the 6th January 1951.	Ministry of Industry and Supply.	Appointment of Mr. K. N. Kimal as Rubber Controller, Kottayam.
2	S. R. O. 60, dated the 11th January 1951.	Ditto . . .	Restriction imposed on transportation of Kapas or Cotton within the specified States.
3	S. R. O. 61, dated the 12th January 1951.	Ministry of Commerce.	The Insurance Councils (Removal of difficulties) Order No. II of 1950.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF LAW

New Delhi, the 13th January 1951

S.R.O. 68.—Corrigendum.—At page 997 of the Gazette of India Extraordinary, Part II, Section 3, dated the 23rd December, 1950—

In the notification of the Government of India in the Ministry of Law, No. S.R.O. 1104, dated the 23rd December, 1950—

For "clause (59)" read "clause (60)".

[No. F. 60-LXVII/50-L.]

K. V. K. SUNDARAM, Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 11th January, 1951.

S.R.O. 69.—In exercise of the powers conferred by sub-section (1) of section 269 of the Code of Criminal Procedure, 1898 (V of 1898), as applied to Chandernagore by the Chandernagore (Application of Laws) Order, 1950, the Central Government hereby directs that the trial of all offences before the Court of Session of Chandernagore shall be by jury.

[No. 34-EURI.]

S.R.O. 70.—In exercise of the powers conferred by sub-section (2) of section 269 of the Code of Criminal Procedure, 1898 (V of 1898), as applied to Chandernagore by the Chandernagore (Application of Laws) Order 1950, the Central Government hereby declares that, in the case of Chandernagore the trial of any offence shall, if the judge, on application made to him or of his own motion so directs, be by jurors summoned from a special jury list.

[No. 34-EURI.]

U. S. BAJPAI, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 12th January 1951.

S.R.O. 71.—In exercise of the powers conferred by clause (c) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (II of 1934), the Central Government hereby nominates Sahu Jagdish Parshad as a Director of the Central Board of the Reserve Bank of India, with effect from the 15th January, 1951, in the vacancy caused by the retirement of Mr. Shrinivas.

2. In exercise of the powers conferred by clause (c) of sub-section (1) of section 8 read with sub-section (7) of the said section of the Reserve Bank of India Act, 1934 (II of 1934), the Central Government hereby re-nominates Mr. Dharendra Nath Sen as a Director of the Central Board of the Reserve Bank of India, with effect from the 15th January, 1951.

[No. F.3(2)-F.I/51.]

New Delhi, the 15th January 1951.

S.R.O. 72.—In exercise of the powers conferred by clause (iv) of sub-section (1) of section 28 of the Imperial Bank of India Act, 1920 (XLVII of 1920), the Central Government hereby renominates with effect from the 10th February, 1951, the following persons, not being officers of the Government, to be directors of the Central Board of the Imperial Bank of India:—

1. Mr. Merwanji Jamshedji Antia, Rupayatan, 69-Marine Drive, Bombay.
2. Mr. S. P. Rajagopalachari, Basavangudi, Bangalore-4.

[No. F.3(4)-F.I/51.]

S. K. SEN, Dy. Secy.

MINISTRY OF FINANCE (COMMUNICATIONS)

New Delhi, the 11th January 1951

S.R.O. 73.—The Central Government hereby directs that the following further amendments shall be made in the Post Office Insurance Fund Rules, namely:—

In the said Rules, the following shall be inserted as a 'note' below rule 2-B, namely:—

"NOTE.—The extra premium to cover the extra risks involved in the performance of duties as members of the Defence Services will be paid from the Defence Services Estimates at the time and for the period such personnel actually assume combatant status provided that under the Rules then in force extra premium is still payable in respect of combatant personnel."

[No. 3-C.I/51.]

R. NARAYANASWAMI, Joint Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

New Delhi, the 20th January 1951

S.R.O. 74.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division), No. 42-Customs, dated the 9th October 1948, namely:—

In the Schedule to the said notification, for the existing entry against Tariff item No. 8, the following shall be substituted, namely:—

“Fresh fruits other than Grapes, Pomegranates and Sarda (a kind of Melon)”.

[No. 9.]

D. P. ANAND, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 11th January, 1951.

S.R.O. 75.—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendments shall be made in its notification No. 32-Income-tax, dated the 9th November, 1946, namely:—

In the schedule appended to the said Notification under the sub-head I Madras and Mysore—

- (i) Under ‘Madras B Range’ the following entries shall be added, namely—
“(10) Madras (Special) Circle.
(11) Special Survey Circle No. II Madras”.
- (ii) Under “Vijayawada Range”, after entry “(11) Kurnool” the entry “(12) Special Survey Circle No. 1 Vijayawada”, shall be added.
- (iii) Under “Madura Range”, after the entry “(6) Dindigul” the entry “(7) Special Survey Circle No. III, Madurai”, shall be added; and
- (iv) Under “Coimbatore Range”, after entry “(9) Erode (Special) Circle” the entry “(10) Special Survey Circle No. IV, Coimbatore”, shall be added.

[No. 2.]

PYARE LAL, Secy.

CUSTOMS

New Delhi, the 16th January 1951

S.R.O. 76.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of the notification of the Government of Bengal No. 22-5, dated the 8th January 1885, the Central Board of Revenue hereby makes the following rules prescribing and limiting the powers and duties of officers of Customs at the port of Calcutta:—

(1) The Senior Assistant Collector of Customs shall be competent to exercise all or any of the powers of the Collector of Customs during his absence. Ordinarily, the Assistant Collectors and all the other officers who are subordinate to the Collector of Customs shall be competent to exercise such of the powers conferred, and to perform such of the duties imposed upon officers of Customs by the said Act as the Collector may require of them and any other duties as are ordinarily comprised in the management of a Custom House.

(2) The Preventive Officers are specially employed for the purpose of preventing smuggling. Their duties consist in guarding vessels and in preventing the shipment or landing of cargoes before a proper pass has been produced, or until the requirements of the Act have been carried out in respect of such cargo. Their ordinary duties are those enumerated in sections 17, 53, 54, 67, 68, 69, 70, 78, 83, 129, 141, 143, 169, 170, 171, 173, 178, 181 and 194 of the said Act.

(3) The duties of Appraisers are principally connected with the examination and classification of goods, and are ordinarily those referred to in sections 27, 29, 31, 32, 33, 34, 37, 39, 42, 43, 44, 45, 46, 47, 48 and 194 of the said Act.

(4) The duties of ministerial officers are the keeping of accounts of, and carrying on of correspondence in connection with, the transactions of the Custom House. They may, when specially authorised by the Collector of Customs, and subject to his general orders, perform the duties under sections 28, 89, 128, 137(c), 200 and 201 of the said Act.

(5) If any dispute arises between any officer of Customs and the master of any vessel, or owner of goods or other persons, relating to the importation, exportation and warehousing of any goods, or to the proper rate of duty payable in respect thereof, or to the levy of any duty or penalty thereon, or to any seizure or forfeiture thereof, the Collector of Customs shall decide such dispute, subject to an appeal to the Chief Customs authority, as provided in the said Act.

(6) Preventive Officers are required to bring to the immediate notice of the Conservator of the Port or one of his subordinates any infringement of the rules for the prevention and suppression of fires on ships, especially of those regarding the use of lights and fires, that they may observe while on duty on board ships in port.

[No. 7.]

S.R.O. 77.—In exercise of the powers conferred by clause (c) of section 9 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue makes the following rule regarding permission for discharge of cargo from a vessel into the custody of the Ship's agents under section 85 of the said Act namely:—

Rule

Permission to discharge cargo will not be granted unless the agents deliver to the Customs-Collector a guarantee on a properly stamped paper in such form as may be prescribed by him undertaking to pay all duties and penalties which would be or might have been recoverable under the said Act in respect of missing and deficient goods if the cargo had been examined on board.

[No. 8.]

New Delhi, the 20th January 1951

S.R.O. 78.—In exercise of the powers conferred by sub-section (1) of section 3 of the Land Customs Act, 1924 (XIX of 1924), read with the notification of the Government of India in the late Finance Department (Central Revenues) No. 5944, dated the 13th December 1924, the Central Board of Revenue appoints the Headquarters Assistant Collector of Central Excise, Superintendents, Deputy Superintendents and Inspectors of Central Excise employed for the time being on Central Excise Preventive Intelligence work and attached to the Headquarters of the Collectorate of Central Excise, Bombay to be land customs officers for the land customs areas within their respective jurisdictions adjoining the land frontiers with the Dominion of Pakistan and the Portuguese settlements of Goa and Daman.

[No. 10.]

S.R.O. 79.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878, (VIII of 1878), the Central Board of Revenue directs that the following further amendment shall be made in the Notification of the Central Board of Revenue No. 72-Customs, dated the 12th August 1950, namely:—

In Rule (1) the following words shall be omitted:

“on the import and export by land of goods”.

[No. 11.]

D. P. ANAND, Secy.

MINISTRY OF COMMERCE

INSURANCE

New Delhi, the 20th January 1951

S.R.O. 80.—In exercise of the powers conferred by the first proviso to section 2C of the Insurance Act, 1938 (IV of 1938), the Central Government is pleased to exempt the Aviation and General Insurance Company Limited, an insurer constituted in the United Kingdom as a private company, from the operation of the said section for a period of one year only from the 1st June 1951, for the purpose of carrying on miscellaneous insurance business within the States.

[No. 666-I(1)/46.]

New Delhi, the 20th January 1951

S.R.O. 81.—In pursuance of sub-clause (iv) of clause (3) of section 2 of the Insurance Act, 1938 (IV of 1938), the Central Government is pleased to specify the undermentioned series of the Redeemable Debentures of the Mysore Central

operative Land Mortgage Bank, Limited, Bangalore, as approved securities for purposes of the said Act, namely:—

Series	Rate of Interest	Authorised Issue	Date of maturity
IV	3½%	5 lakhs	1-1-1967
V	3½%	5 lakhs	1-10-1939
VI	3½%	5 lakhs	1-7-1971
VII	3%	5 lakhs	1-10-1963
VIII	3%	10 lakhs	1-7-1966
IX	3%	15 lakhs	1-11-1967
X	3½%	25 lakhs	1-9-1969
XI	4%	25 lakhs	15-5-1970

[No. 109-I.E.(1)/50.]

S. RANGANATHAN, Joint Secy.

MINISTRY OF INDUSTRY AND SUPPLY

New Delhi, the 10th January, 1951

S.R.O. 82.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government is pleased to direct that the following further amendment shall be made in the Salt (Reserve Stocks) Order, 1950, namely:—

The following para. should be added after para. 4:—

5. All small imports from Tuticorin not exceeding 2,000 tons are exempted from the operation of this Order.

[No. Salt-14(3)/50.]

K. RAM, Dy. Secy

Bombay, the 12th January 1951.

S.R.O. 83.—In exercise of the powers conferred on me by clause 22 of the Cotton Textiles (Control) Order 1948, I hereby direct that the following further amendment shall be made in the Textile Commissioner's notification No. 80-Tex 1/48(m), dated the 2nd August 1948 namely:—

In the said notification, for paragraph 5, the following paragraph shall be substituted, namely:—

"5. Each piece or unit of cloth shall be marked with the word 'Medium' where the count of warp yarn in the cloth (excluding the border) is 17's or finer (whether single or folded), the word 'Fine' where the count of warp yarn in the cloth is above 35's (whether single or folded) and the count of the weft yarn in the cloth is above 37's (whether

single or folded) or the words 'Fine (Super)' where the count of the warp yarn in the cloth is 48's or finer (whether single or folded) and the count of the weft yarn in the cloth is above 37's (whether single or folded).

[No. 9(9)-Tex.1/49(I).]

T. P. BARAT,
Textile Commissioner.

S. A. TECKCHANDANI, Under Secy.

New Delhi, the 17th January, 1951

S.R.O. 84.—In pursuance of Clause 7 of the Newsprint Control Order, 1950, the Central Government hereby permits proprietors of daily newspapers to publish 12 extra pages for the purpose of a Special Republic Day Supplement for the year 1951.

[No. N-14/50.]

RUBBER CONTROL

New Delhi, the 12th January 1951

S.R.O. 85.—In exercise of the powers conferred by sub-section (2) of section 5 of the Rubber (Production and Marketing) Act, 1947 (XXIV of 1947), and in partial modification of the notification of the Government of India, in the Ministry of Industry and Supply No. 27(3)-I(VI)/50, dated the 14th August, 1950, the Central Government, on the recommendation of the Government of Travancore-Cochin, hereby nominate Sri V. K. Velayudhan, Secretary, Development Department, Government of Travancore-Cochin, as a member of the Indian Rubber Board, *vice* Sri G. K. Gopalaswamy, resigned.

[No. 27(5)-T&P/50.]

Indian Rubber Board

RUBBER CONTROL

New Delhi, the 15th January 1951

S.R.O. 86.—In exercise of the powers conferred by clause (a) of sub-section (4) of Section 12 of the Rubber (Production and Marketing) Act, 1947 (XXIV of 1947), the Indian Rubber Board hereby fixes the periods from 1st January to 30th June and from 1st July to 31st December, as the periods in respect of which assessments shall be made for the year 1951, of the amount of the duty of excise fixed under the notification of the Government of India in the Ministry of Industry and Supply No. 23(5)-IRP/47, dated the 30th September 1947, as amended by that Ministry's notification No. 23(5)-IRP/47, dated the 21st October, 1947.

[No. 44(51).]

KOLTAYAM,

V. C. NAIDU, Secy,
Indian Rubber Board.

22nd Dec. 1950.

[No. 18(1)-T&P/50.]

B. K. KAUL, Dy. Secy.

New Delhi, the 17th January 1951

S.R.O. 87.—In exercise of the powers conferred by sub-clause (a) of Clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to authorise the Rationing Officer (Iron and Steel), Bombay, to exercise the powers of the Controller under Clause 11D of the said Order, within the State of Bombay.

[No. I(1)-4(32)/I.]

S.R.O. 88.—In exercise of the powers conferred by sub-clause (b) of Clause 2 of the Iron and Steel (Scrap Control) Order, 1943, the Central Government is pleased to authorise the Rationing Officer (Iron and Steel), Bombay, to exercise the powers of the Controller under Clause 5 C of the said Order, within the State of Bombay.

[No. I(1)-4(32)/II.]

N. R. REDDY, Under Secy.

MINISTRY OF HEALTH*New Delhi, the 8th January 1951*

S.R.O. 89.—The following draft of a further amendment to the Drugs Rules, 1945, which it is proposed to make in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 20th April, 1951.

2. Any objections or suggestions which may be received from any persons with respect to the said draft before the date specified will be considered by the Central Government.

DRAFT AMENDMENT

In Schedule F appended to the said Rules, in Part XII under the heading "F. Preparations containing Hormones in any form not to be administered parenterally" in the paragraph relating to "Definition" the following shall be added, namely;—

"and synthetic chemicals having physiological effects comparable with those of the above mentioned chemicals."

[No. F.1-16/48-D.]

J. N. SAKSENA, Under Secy.

New Delhi, the 10th January, 1951

S.R.O. 90.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 3 of the Indian Medical Council Act, 1933 (XXVII of 1933), the Central Government is pleased to nominate Lieut. General D. R. Thapar, M.D. (Edin.), D.T.M. & H. (Lond.), Director General, Armed Forces Medical Services, as a member of the Medical Council of India with effect from the 4th January, 1951, *vice* Lieut. General K. S. Master, resigned.

[No. F.5-6/50-MI.]

M. R. KOTHANDARAMAN, Dy. Secy.

MINISTRY OF RAILWAYS**(Railway Board)***New Delhi, the 12th January 1951*

S.R.O. 91.—In exercise of the powers conferred by Section 47 of the Indian Railways Act, 1890 (IX of 1890), and by the notification of the Government of India in the late Department of Commerce and Industry, No. 801, dated the 24th March 1905, the Railway Board directs that the following further amendment shall be made in the General Rules for all open lines of Railways in India, published with the notification of the Government of India in the Railway Department (Railway Board) No. 1078-T, dated the 9th March, 1929, namely:—

In the Schedule appended to Part III of the said Rules against Serial No. 11, in Column 2, under the heading "Petroleum and hydrocarbon oils, non-dangerous", the entry "Aircraft Turbine Fuel" shall be inserted before "Colza (mineral) oil" and the entry "Aircraft Turbine Fuel" now occurring after "Turpene" shall be omitted.

[No. 1119-TG.]

S. S. RAMASUBBAN, Secy.

MINISTRY OF AGRICULTURE*New Delhi, the 11th January, 1951*

S.R.O. 92.—In pursuance of Bye-Law XII (4) of the Bye-Laws of the Indian Central Sugarcane Committee the accounts of receipts and expenditure of the Committee for the financial year 1949-50, together with the auditors report thereon, are published for general information.

INDIAN CENTRAL SUGARCANE COMMITTEE, NEW DELHI.

Statement of Account for the year ended 31st March, 1950.

RECEIPTS

Opening Balances on 1-4-49

Indian Central Sugarcane Committee, New Delhi

Bank	17,49,210	3	7
Cash	500	0	0

Indian Institute of Sugar Technology, Kanpur

Bank	22	10	7
Cash	28,561	15	6
Cheques in hand	75	0	0
	28,659	10	1

Investments of Indian Central Sugarcane Committee, New Delhi on 1-4-49

Government Securities	12,93,000	0	0
Short Term Deposits	13,00,000	0	0

Reserve Fund Invested in Government Securities on 1-4-49 15,00,000 0 0

Advances Outstanding on 1-4-49

Indian Central Sugarcane Committee, New Delhi	3,744	15	6
Indian Institute of Sugar Technology, Kanpur	11,159	12	3
	14,904	11	9

Grant in Aid from Government of India

Balance of Grant for 1948-49	1,75,430	0	0
--	----------	---	---

Grant against 75 lakhs for five years Development Schemes	8,03,550	0	0
---	----------	---	---

PAYMENTS

Deposits and unpaid liabilities of the Indian Institute of Sugar Technology, Kanpur as on 31-3-49

Caution Money	5,005	0	0
Share of fees of Officers	83	5	0
Pay	2,652	11	0
Scholarships of students payable	660	0	0
Employee Provident Fund	17,156	0	0
Unpaid T. A.	105	11	0
Advances realised in excess in H. O.	6	0	0
	25,668	11	0

Administration of Indian Central Sugarcane Committee

(As per schedule I)	1,55,882	13	3
-------------------------------	----------	----	---

Measures taken in connection with the work on the development of sugarcane and its products in India

(As per schedule II)			
Agri- cultural Schemes	6,25,638	5	6
Bhadruk Farm	71,979	1	0
Development Schemes against Rs. 75 lakhs	10,14,336	2	0
	17,11,953	8	6

Measures taken in connection with the improvement in the marketing of sugarcane and its products- Nil

Measures taken in connection with the improvement in the Technology of sugarcane and its products

(As per Schedule III)

Indian Institute of Sugar Technology, Kanpur	6,61,868	14	3
Bhadruk Institute out of 50 lakhs—towards short payment of cost of land	0	8	0

Grant against 50 lakhs for Bhadrak
Institute

0 0 0

Schemes under the Indian Institute
of Sugar Technology, Kanpur .

89,426 13 3

7,51,296 3 6

Miscellaneous Receipts

(a) Indian Central Sugarcane Committee, New Delhi Pub- lications, etc.	438 8 0		
Interest on Securities and de- posits (including Rs. 751/12 received as discount on pur- chase of Govt. paper) . . .	1,19,495 10 0		
	1,19,934 2 0		

(b) Indian Institute of Sugar Technology, Kanpur : Receipts from Sugar Fac- tory, Sugar Cable Service and Tuition fees, etc. . . .	93,326 7 6		
(c) Bhadrak Farm	97,085 0 0	3,10,345 9 6	

Amounts realised from the unspent
balances of Sugar Excise Funds as
on 1-1-45 with different Govts. .

10,522 2 9

Deposits and unpaid liabilities of Indian Institute of Sugar Technology, Kanpur
as on 31-3-50

Caution Money and other deposits.	6,071 10 3		
Unpaid Salary	6 0 0		
Unpaid T. A.	143 0 0		
Unpaid Scholarships	1,866 12 0		
Amount held in Suspense pending adjustment	304 0 0		
Share of fees due to Officers	950 1 0		
Security Deposits A/C Bhadrak Farm . .	350 0 0	9,691 7 3	

Total Rs. 71,95,813 12 11

CHANDAR PARKASH,
Accountant.

Miscellaneous

Schemes-(Sugar Technology Schemes)	4,007 10 9		
Gandhi Memorial	400 0 0		
Commission on purchases and col- lection of interest on securities including Rs. 1,392/9/2 paid as interest accrued on purchase of securities	1,600 9 2	6,008 3 11	

Advances Outstanding

(a) I. C. S. C.	980 14 6		
(b) I. I. S. T.	13,698 15 0	14,679 13 6	

Reserve Fund invested in Govern- ment Securities		15,00,000 0 0	
---	--	---------------	--

Investment of the I. C. S. C. New Delhi on 31-3-50			
Government Securities	12,93,700 0 0		
Short Term and Fixed Deposits . . .	8,18,000 0 0	21,11,700 0 0	

Closing Balances on 31-3-50

I. C. S. C., New Delhi			
Bank	7,30,938 5 5		
Cash	500 0 0	7,31,438 5 5	
I. I. S. T., Kanpur			
Bank	68,095 9 7		
Cash	25,967 6 0	94,062 15 7	
Bhadrak Farm			
Bank	92,583 5 9		
Cash	539 12 6	93,123 2 3	9,18,624 7 3

Total Rs. 71,95,813 12 11

DHARAM BIR MEHTA,
Superintendent.

R. D. BOSE,
Secretary.
[P.T.O.]

AUDITORS' REPORT

We have examined the above statement of account of the Indian Central Sugarcane Committee, New Delhi, in respect of the year ending 31st March 1950. We have obtained all the information and explanations required by us and hereby certify that to the best of our information and explanations given to us, the above statement is correct in accordance with the books of accounts presented to us and has been drawn up in conformity with the bye-laws of the Committee relating to accounts and audit.

S. P. CHOPRA & Co.

Chartered Accountants.

NEW DELHI;

Dated, 30th August, 1950.

[No. F.7-1/51-Com.]

S. R. MAINI, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 12th January 1951.

S.R.O. 93.—The following draft of an amendment to the Coal Mines Labour Welfare Fund Rules, 1949, which it is proposed to make in exercise of the powers conferred by section 10 of the Coal Mines Labour Welfare Fund Act, 1947, (XXXII of 1947) is published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 27th February 1951.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

DRAFT AMENDMENT

In sub rule (2) of rule 30 for the words from "of an amount equal to" upto the end of sub-rule, the following shall be substituted, namely,

"to the person from whom such duty was collected of an amount equal to the duty collected on such coal less deduction of such percentage as the Central Government may, by general or special order, fix as the cost of collection of such duty.

Provided that no claim for any such refund shall be entertained unless it is preferred within one year from the end of the quarter to which the claim relates"

[No. M-1(7)50.]

New Delhi, the 13th January 1951

S.R.O. 94.—*Corrigendum.*—At page 1153 of the *Gazette of India*, Part II, Section 3, dated the 30th December, 1950, in S.R.O. 1130, [Ministry of Labour Order No. LR 90(65).] dated the 21st December, 1950, the following correction shall be made:—

"In clause (1) of the Schedule appended to the Order, the date '1st July, 1950', shall be substituted for the date '1st July, 1951'.

[No. LR-90(65).]

S. C. AGGARWAL, Dy. Secy.

New Delhi, the 10th January 1951

S.R.O. 95.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between banking companies and their employees in the State of Punjab.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

6 ESPLANADE EAST, CALCUTTA-1.

Before Shri K. S. Campbell-Puri, B.A., LL.B., Chairman

AWARD:

BANK DISPUTES AT PUNJAB.

Under Notification No. LR-2 (273), dated the 21st February 1950, the Central Government referred to this Tribunal for adjudication the industrial disputes that

after 12th June 1949 had arisen or were apprehended between the employees of the Banks specified in Schedule I of the said Notification and their Employers, in respect of matters specified in Schedule II thereof.

Notices were issued to the Banks—

- (1) directing them to give due publicity to the Notification among their employees;
- (2) directing the employees to file statements of claim in the office of the Tribunal by 15th March 1950 and to furnish copies thereof to the employers on the same day;
- (3) directing the Banks to file their written statements within ten days thereof, with copy to the employees; and
- (4) directing the Banks to report for record to this Tribunal as to the manner in which due intimation had been given to the employees.

Notices were also issued to the Bank Employees' Unions to file their statements of claim.

Statements of claims were received from the employees of different Banks—from Head Offices as well as branch offices—and also from the Unions. Written statements were duly filed by Banks concerned.

The pleadings having been completed, it was ordered by the Tribunal that the hearing of all West Bengal cases (and a few from outside) should commence in Calcutta from 6th June 1950; and as to the cases in the other States, it was decided that the hearings would be held at or near the places from which the complaints emanated.

Now the complaints of employees in West Bengal and Orissa were heard at Calcutta and Cuttack and that of Delhi at New Delhi and the awards thereof have already been made.

The hearing of disputes emanating from Punjab State continued at Amritsar in Dehat Sudhar Hall from 8th to 16th and at Ambala Cantt. in P.W.D. Rest House from 17th to 22nd November 1950 respectively. Representatives of Allahabad Bank Ltd., Punjab National Bank Ltd., Bharat Bank Ltd., Hindustan Commercial Bank Ltd., Punjab and Sind Bank Ltd., Central Bank of India Ltd., Gadodia Bank Ltd., as well as the representatives of the Punjab Bank Employees Federation, Jullundur, Bharat Bank Employees Union, Delhi, Hindustan Commercial Bank Employees Union, Amritsar, and others attended the proceedings at Amritsar and Ambala. Some individual cases were also heard and the applicants present in person addressed the Tribunal. This award, therefore, covers the complaints of employees of the Banks mentioned above and the same are adjudicated upon *ad seriatim* according to the Cause List.

Reference No. 2 of 1950.

CENTRAL BANK OF INDIA LTD.

Appearances.

Shri V. N. Sekhri, Secretary, U.P. Bank Employees Union, Kanpur, for
Shri Chandan Lal Jain.

Shri Deep Chand for the Bank.

Chandan Lal Jain.—He joined Central Bank of India Ltd., as a Cashier in 1933. He worked at Lyallpur upto 1942 and was then transferred to Rawalpindi on the same post and worked there upto 4th January 1945. He was, however, again transferred to Lyallpur on 26th February 1945 and remained there upto 4th June 1945 when his services were terminated all of a sudden without assigning any reason.

Shri Sekhri, Secretary, U.P. Bank Employees Union, Kanpur, on behalf of the petitioner contended that although Shri Jain was discharged in 1945, yet the cause of action in his case was continuing as correspondence went on between Shri Jain and the Bank upto June 1949. Reliance was placed on a letter dated 12th June 1949 sent by Delhi Branch office to the petitioner regarding the payment of Provident Fund and it was argued that Shri Jain's case was pending before the Bank authorities up till June 1949. It was further argued that he sent a representation to the Managing Director, Central Bank of India Ltd., Bombay, in July 1949 but no reply was received whereupon another representation was sent to the Managing Director, Central Bank of India, Bombay on 10th April 1950 and this time a copy was sent to the Chairman, Central Government Industrial Tribunal, Calcutta, as

well as to the All India Industrial Tribunal (Bank Disputes), Bombay. The Calcutta Tribunal ultimately called upon the Bank to file their written statement and thereby seized the jurisdiction.

Shri Deep Chand, Bank's representative, in reply placed his reliance on Notification of Reference No. LR. 2(273), dated 21st February 1950 issued by the Central Government and contended that only those cases which arose after the 13th June 1949 can be taken cognizance of under this Reference. He furthermore referred to Schedule II where it has been specifically mentioned as to what cases are to be taken up by this Tribunal for adjudication and the date (13th June 1949), has been mentioned once again. Shri Deep Chand maintained that in the light of the specific date given in the Reference and the Schedule both, only those cases are triable which arose after 13th June 1949 and accordingly the Tribunal has no jurisdiction to try this case. It was further contended that the letter dated 12th June 1949 on which reliance was placed by the other side was addressed by the Delhi Branch to whom a cheque was sent by the Head Office in the name of Shri Jain for the payment of Provident Fund dues and this cannot be stretched to give the subject a continuing cause of action for his reinstatement as claimed by him four years after his discharge from service. The other argument advanced by Shri Deep Chand was that Shri Jain also made a representation to the All India Industrial Tribunal (Bank Disputes), Bombay in 1949 on which no notice was issued to the Bank and it appears that the same was rejected *in limine*.

Shri Sekhri in reply reiterated his arguments and referring to the correspondence between Shri Chandan Lal Jain and the Bank once again asserted that the correspondence with Branch office was virtually made with the Bank authority and as such the limitation was extended up till July 1949.

Now, Shri Jain was admittedly discharged in June 1945, and in the light of the Notification of Reference of the Central Government this Tribunal is seized of the cases which arose after 13th June 1949, which date has been further specifically mentioned in Schedule II attached with the Reference. The argument advanced by the other side incorporated above, that his cause of action became a continuing one on account of the correspondence which went on with the Bank authorities, however specious it may be, is devoid of any substance because the correspondence was more with regard to the payment of his dues for which a cheque was sent to him, than regarding his discharge from service. This correspondence further reveals that the Bank took his stand unequivocally on the plea that his cause of action arose in 1945 and could not be agitated before this Tribunal. The point requires no further elaboration and the claim must fall for want of jurisdiction. The same is disallowed.

Reference No. 17 of 1950

ALLAHABAD BANK LTD.

Appearances.

Shri Roshan Lal Mehrotra, General Secretary, Punjab Bank Employees Federation, Jullundur, for Shri Raj Bali.

Shri Bishamber Das Sharma, Sub-Agent, Amritsar Branch, for Allahabad Bank.

Raj Bali—He was a call boy in the Bank and his services were terminated on the 25th March 1950. His Complaint, according to the allegations made in the application is, that he worked for a period of 6 years as a call boy and his duty also extended to the work of a watchman in the Rama Mandi at night. He was however, furthermore asked by the Manager to do some household work in his house which he refused and the Manager got him dismissed. It was alleged on his behalf by the general Secretary, Punjab Bank Employees Federation that his was a case of victimisation.

Shri Sharma on behalf of the Bank repudiated the charge levelled against the Manager of having requisitioned the services of Shri Raj Bali for private work and stated that in point of fact Raj Bali himself tendered his resignation on 31st January 1950 wherein he stated that he wanted one month's leave in order to learn Hindi and in case of refusal, his resignation be accepted. Shri Sharma furthermore averred that his case was being considered and by the time the decision was arrived at, Raj Bali left the station and as no leave was due to him his resignation was accepted and his services were terminated with effect from 25th March 1950. It was also urged by the Bank representative that the post of call boy has since been abolished and as knowledge of Hindi is essential for peon's cadre, the Bank was not in a position to absorb him in the Peon's cadre. Shri Mehrotra on behalf of the subject in reply to the arguments of the Bank representative admitted the factum of tendering the resignation but explained

that Shri Raj Bali was not aware of the fact that he was signing his own resignation, and in fact, he signed the document treating it as an application for leave only.

The man did not come into the witness box and it is futile to urge after such a long time that he was made to sign a fictitious document. It is moreover unintelligible why the Bank authority should go to the length of preparing a false document in order to dispense with the services of a member of the menial staff. The complaint appears to be a vexatious one and the same must be disallowed.

Reference No. 20 of 1950.

PUNJAB NATIONAL BANK LTD.

Appearances.

- (1) Shri P. L. Bhasin in person.
 - (2) Shri Raj Pal Singh Bedi in person.
 - (3) Shri Vidya Sagar Malhi, Secretary, Administration, P. N. Bank Employees Union, East Punjab for Shri Bhagmal Nagrath and Shri Om Perkesb Aggarwal.
 - (4) Shri D. N. Duggal in person.
 - (5) Shri K. L. Chadda.
 - (6) Shri Prem Rattan Bhatia, Deputy General Secretary, P. N. Bank Employees Union, Ambala.
 - (7) Shri A. R. Khanna in person.
- Shri Somesh Chandra, District Manager for the Bank.
Shri Roshan Lal, Manager, P. N. Bank, Ambala.

(1) *P. L. Bhasin*.—He joined the Bank in August 1934 as an apprentice at Bombay. He was subsequently promoted to the post of Manager on account of his good services which he rendered to the Bank. He worked at Batala as Manager and was afterwards transferred to Lahore in 1948 from where he was sent to Cuttack for opening new branches where he remained till 1947. He was, however, recalled to Delhi at Head Office wherefrom he was ordered to go to Mathura in January 1948 but the branch was closed and consequently he had to go to Coimbatore on 12th December 1949. It was on the 16th January 1950 that he was discharged abruptly without apprising him of the reasons which led to the termination of his services. He wants reinstatement and his claim is also for the payment of allowance for two months and 18 days as well as for the payment of T. A. from Coimbatore to Delhi.

Shri Somesh Chandra raised the preliminary objection that he was an officer and does not fall within the ambit of the definition of workman. On facts Shri Somesh Chandra stated that Mr. Bhasin entered into a covenant in 1943 for a period of 7 years (copy of agreement—Ex. 1 placed on the record) and according to Clause 2 of the agreement his services could be dispensed with after 7 years on one month's notice or on payment of one month's salary in lieu of notice. The agreement expired on 8th January 1950 and a note was put up to General Manager in regard to the whole career of his covenanted service and in view of the fact that his work was not found satisfactory, the covenant was not renewed and his services were terminated in terms of para. 2 of the agreement. On the legal objection Shri Somesh Chandra argued that Shri Bhasin was admittedly working as Manager and as such does not satisfy the definition of workman under Section 2(s) of the Industrial Disputes Act. Shri Somesh Chandra further argued that in the definition of 'employee' as defined by the All India Industrial Tribunal (Bank Disputes) award at page 167 under the heading—'Definitions and Interpretations'—Managers have not been included in the category of employees and from whatever stand point it may be considered Shri Bhasin was an officer and does not fall within the meaning of 'workman'. Shri Somesh Chandra also relied upon a note (Ex. 3) regarding his career, and another note (Ex. 4) written on the back of Ex. 3. He also relied on an account sheet regarding Swamy Foundry (Ex. 5) and argued that Shri Bhasin caused loss to the Bank.

Shri Bhasin submitted in reply that so far as the preliminary objection was concerned it was correct that he was working as Manager but he had no power to punish anyone or to make any appointment and as such cannot be dignified as an officer. Regarding certain charges attributed to him by the Bank representative, Shri Bhasin repudiated the charge and stated that if he had been

found unfit, power of attorney should not have been given to him. The contrary in the course of his services he was promoted and was sent to Cuttack on a special duty and no increment was ever withheld which showed that his work met with the approval of the Bank authorities. Regarding the account of Swamy Foundry Shri Bhasin submitted that it was not his commitment as the loan was sanctioned by the Head Office in 1947, and it was rather owing to his good work that the loan was reduced by Rs. 25,000/- during the tenure of his office.

Now this claim fails on the short ground that Shri Bhasin was admittedly working as Manager and in the light of the finding given by me in the Delhi Bank Disputes award the subject does not fall within the ambit of the definition of workman and the same shall have to be disallowed for want of jurisdiction. On merits also in consideration of all the facts and circumstances mentioned above I find no substance in the complaint inasmuch as Shri Bhasin joined the Bank's service in pursuance of a covenant for a period of 7 years as borne out by the agreement and according to clause 2 of the agreement his services could be dispensed with after 7 years on one month's notice or on payment of one month's salary in lieu of notice. The agreement admittedly expired on the 8th January 1950 and the novation could only be made with the consent of both parties and as the Bank authority was of the view that Shri Bhasin's work was not satisfactory, the covenant was not renewed. Shri Bhasin did not adduce any evidence to show that it was binding on the Bank to renew the agreement for giving a fresh lease to his service, and he consequently cannot invoke the provisions of the Industrial Disputes Act which obviously apply in the case of employees brought into the service of the Bank in normal course of employment and not for a specific period on the basis of an agreement. The complaint fails on merits also and the same is disallowed.

(2) *Raj Pal Singh Bedi*.—He joined the Bank in the year 1943 and served in various capacities upto 1949 when he was confirmed as Assistant Manager. He also officiated as Manager at Ludhiana Branch. He was however discharged on 5th August, 1949 by an exiguous order stating that his services were not required. In reply to the Bank's stand and accusations levelled against him, embodied in the written statement of the Bank, Shri Bedi submitted that the same related to previous incidents when he was actually charge-sheeted and had explained the charges attributed to him, and the Bank did not take any action and he was simply transferred to head office. Reliance was placed on a letter sent by the General Manager addressed to Lala Tej Singh, District and Sessions Judge, Mandi, wherein the General Manager stated as follows:

"I have been informed that some persons were making complaints against him out of personal malice. Mr. Bedi is, therefore, not likely to suffer on account of such false and malicious complaints. The bank has however to post its employees at various stations according to its best interests and a mere transfer from one station to another does not necessarily mean any censure against an officer."

Shri Bedi maintained that the same charges have again been racked up now in the written statement which have already been considered and found untenable. Finally Shri Bedi argued that when he approached the General Manager on the receipt of Transfer order he wrote to the Secretary (West), Punjab National Bank that it was irregular to transfer any man without calling upon him to explain. Replying to the preliminary objection that he does not fall within the ambit of the definition of workman, reliance was placed on the definition of "employee" in the All India Industrial Tribunal (Bank Disputes) award at page 167 wherefrom certain incumbents of the Banks have been specifically excluded and it was contended that in the purview of this definition he was not an officer inasmuch as he worked as an Assistant Manager which post is not specifically mentioned in the definition and his pay was also much less than Rs. 500. Shri Bedi further argued that although he officiated for a certain period as Manager, but that by itself does not exclude him from the category of workmen.

Shri Somesh Chandra on behalf of the Bank raised the contention that Shri Bedi was a covenanted officer and had himself signed the covenant soon after joining the service wherein he was mentioned as an officer, and under Clause 2 of the agreement his services could be dispensed with on one month's notice or by giving him one month's salary. It was further argued that he officiated as Manager on a permanent post and not in casual vacancy and on the top of it he was exercising wide powers which were entrusted to him as Manager as per Exs. 1 and 2. Coming to the definition of 'workman' Shri Somesh Chandra controverted the argument of Shri Bedi and argued that the word "Manager" mentioned in the definition of the All India Industrial Tribunal (Bank Disputes) included

Assistant Managers and officiating Managers for the simple reason that some of the employees of the lower status *viz.* Accountant, Cashier, etc. are also specifically excluded. On merits, the Bank representative urged that the charges detailed in the charge sheet, would reveal that the same were of serious nature and the plea advanced by Shri Bedi that all these charges have already been considered and were found frivolous was incorrect inasmuch as the charge sheet which was served upon him was of subsequent date to that of his interview with the General Manager referred to above. It was further stressed that the General Manager was not cognizant of the charges which were subsequently levelled against Shri Bedi and at best the order or the note of the General Manager related to the simple fact that no one should be transferred or punished without giving him any opportunity for explanation.

Lastly on the strength of the dictum laid down by the All India Industrial Tribunal, Bombay at page 138 of the award under clause (c) wherein certain principles have been laid down in awarding punishment by way of disciplinary action, Shri Somesh Chandra averred that the previous acts formed a part of the charges to be used against the subject and furthermore the monopoly of the Bank in Mandi State was cancelled owing to the acts of omission and commission of Shri Bedi and the Bank consequently suffered great loss.

In reply Shri Bedi submitted that the alleged covenant expired in 1947, but he continued in service till 1949 and hence the Bank cannot fall back upon the covenant as argued by Shri Somesh Chandra. Shri Bedi further argued that the Power of Attorney by itself was not sufficient to dignify any one to be an officer inasmuch as Power of Attorney was even given to Senior Clerks who by no stretch of reasoning can be termed as officers. Secondly, it was urged that all the powers mentioned in the Power of Attorney were not exercisable because the same were subject to certain restrictions imposed by the resolutions passed by the Directors and in point of fact they could not be exercised. Replying to the argument that Assistant Managers were also included in the definition of Manager as defined in the All India Industrial Tribunal (Bank Disputes) Award, Shri Bedi maintained that the same was not specifically mentioned and as such could not be taken to be included in the definition. Coming to the charge that when he was at Ludhiana the Branch proved to be a losing concern Shri Bedi stated that before his taking over it was only a Pay Office and may have shown certain profits on account of lesser expenditure; otherwise it was incorrect to say that it became a losing concern on account of his unpopularity. The petitioner, in conclusion asked for the perusal of his personal file in order to form an opinion about his work in the Bank. The file was sent for and on going through it I find from the correspondence passed between Shri Bedi and the Bank that although his work did not find much favour with the Bank authorities yet he was doing very well at Mandi as evidenced from some of the reports of the District Manager and the observations of the General Manager who on one occasion intervened in his case and got him reinstated in his post. But on the study of the claim itself I find that the main grievance of Shri Bedi is that his services were terminated with such abrupt and dramatic performance that he rather felt humiliated in the eyes of his contemporaries and the people of the place where he was holding charge as Manager and this caused his much mental worry and distress, besides economic loss and as such he claimed damages to the extent of Rs. 50,000 against the Bank for the wrongful discharge. Shri Bedi however did not specifically pray for his reinstatement in the complaint and it appears that he has either failed inadvertently in seeking the relief of reinstatement or he has had no mind to go back into the service of the Bank and being a lawyer might have started practice at the Bar. The other relief of damages asked for is one which does not fall within the category of items mentioned in the Schedule II of the Notification of Reference No. LR.2(273), dated 21st February 1950 and the claim must fail on that account. The relief sought moreover is one of tort and the remedy lies in Civil Courts. I would, therefore, disallow the claim on merits. Furthermore his claim also falls on the ground that the subject was admittedly working as Manager at Ludhiana when he was discharged and thus does not satisfy the definition of workman within the meaning of Industrial Disputes Act as held by me in the Delhi Bank Disputes Award of 5th December 1950. I need hardly say that all aspects of the case have been discussed in order to make the award in his case a self-contained one. In the result the claim fails on more than one grounds and the same is disallowed.

(3) *Bhagmal Nagrath*.—He was appointed as a clerk in 1945 and was working as such until the date of his discharge. His grievance is that the charge levelled against him with regard to a Draft amounting Rs. 9,400 which was issued by the Branch Office Moga on Mall office Lahore was not sustainable inasmuch as he had on his part discharged his duty by bringing into the notice of the Accountant and the Manager the defect in the Draft which he could see according to his light and

experience and furthermore that he could not be made liable for the mistake as he was working under the control of the Accountant as well as the Supervisor whose duty it was to further scrutinise and verify the signatures of the Manager and Accountant of the issuing branch. Specific reference was made to the note put up by Shri Bhagmal to the Manager through the Accountant for obtaining prior orders to pay the amount of Draft in the absence of the relative advice. This note reads as follows:

"The enclosed Draft of B.O. Moga No. 7/49 for Rs. 9,400 dated..... favouring..... has been presented to us in clearing for payment. The relative advice of the draft in question has not so far been received by this office. Submitted for orders please if we should pay in the absence of the advice."

On the strength of this note submitted for orders by Shri Bhagmal Nagrath, Shri Vidya Sagar Malhi, Secretary, Administration of the Employees Union (East Punjab), strenuously contended that in case the subject did not take good care to look into the draft, this note should not have been sent up by him and that it was a different matter as to what defect he could possibly find into the Draft according to his light and experience. It was further argued in this connection that Shri Bhagmal Nagrath on the day of the presentation of this Draft was incharge of this extra work as the original incumbent in whose charge the day ledger was, had gone on leave and as such Shri Bhagmal Nagrath was not expected to have been much conversant with the work which he was made to do on that day and if he could not point out any other defect it was not on account of his negligence but for want of experience. Shri Malhi on behalf of the subject further emphasised that he was not a party to the fraud which was alleged to have been perpetrated by the issuing office and had performed the part of his duty to the best of his ability and it was for the Accountant and the Manager under whom he was working to scrutinise into all the defects of the draft when a note initially was submitted by Shri Bhagmal. Replying to the allegation of the Bank embodied in the written statement to the effect, that it was the duty of Shri Bhagmal to verify the specimen signatures of the Manager and the Accountant of the issuing office and which purported to have been of persons who are not in the service of the Bank, Shri Malhi contended that the specimen signatures are always kept in the custody of the Accountant and the Manager and it was wrong to say that the same were accessible to Shri Bhagmal. Shri Malhi concluded that it was the issuing office which can be held responsible if really any loss was likely to be sustained by the Bank but so far as the procedure which should have been adopted by the clerk, Shri Bhagmal had performed his part of duty.

Shri Somesh Chandra on behalf of the Bank controverted the argument and explained in detail the procedure which is normally adopted in the case of drafts presented through clearing and made the following points:

- (1) In case that the Draft is an uncrossed one it does not make any difference between its presentation through clearing or at the counter and the collecting Banker is in no way liable to refund that amount if the title of the person on whose behalf the amount has been collected is found to be defective.
- (2) It was part of duty assigned to Shri Bhagmal to ascertain the serial number as well as to verify the signatories to the Draft.

Shri Somesh Chandra however admitted that the specimen signatures do remain in the custody of the Manager or the Accountant but further stated that those specimen signatures are always accessible to the clerks and when it was his duty to verify, then the argument of the other side that he was not supposed to verify was without foundation. Emphasis was laid on another factor that in this particular case the signatures were wholly fictitious one and even if he had taken a little care to verify, the defect should have been apparent.

Shri Somesh Chandra also admitted that so far his information goes the money is in deposit in the Court and so far as the loss to be sustained is concerned it is yet problematic. Finally he submitted that in this particular case of Shri Bhagmal his duty was not only confined to the ledger but he had to report to the higher authorities and as he failed to do this, the Bank was justified in taking action against him.

Shri Vidya Sagar Malhi in reply to the argument of Shri Somesh Chandra furthermore argued that collecting draft which come through clearing are invariably crossed and it is wrong to urge that the draft was an uncrossed one and consequently the question of crossed or uncrossed is of no significance. Regarding the quotation of the Sl. No. 7/49 in the note submitted to the Accountant and forwarded to the Manager, Shri Vidya Sagar Malhi on behalf of the subject maintained that

at best it could be said that it was through inadvertence that the number of the register was given and not the enclosed draft Number or it is just possible that Shri Bhagmal only put 7/49 and did not mention 199 on account of his inexperience.

Now the amount of the cheque admittedly was more than Rs. 9,000 which was not in the power of the clerk or even the Accountant to pass and the demand was made through collecting office and as such the question of joint responsibility must come in. The other aspect of the question is that no loss was sustained by the Bank and this fact was admitted by Shri Somesh Chandra in the case of Shri R. L. Handa, Accountant (see Delhi Bank Disputes Award), who was also dismissed in connection with this very Draft and has since been allowed to come back into the service of the Bank in the adjudication of Delhi Bank cases and therefore the action taken by the Bank in this case appears to be all the more harsh and drastic. The case of Shri Bhagmal Nagrath, who was a clerk, is rather stronger than that of Shri R. L. Handa and when the reinstatement of Shri Handa has already been allowed I see no reason to depart from that finding. In sooth I am of the view that this case was not a case in which extreme penalty of dismissal was called for and the ends of justice could be met by much lesser punishment. Shri Somesh Chandra while arguing this case this time stated that so far the loss of the Bank is concerned it was problematic but he has admitted at the same time that the money has already been deposited in Court at Lahore at the instance of Muslim Commercial Bank who are the collecting Agents. For all these reasons I would direct the reinstatement of Shri Bhagmal Nagrath but he is not given any wages and allowances for the period between his dismissal and the date of his re-instatement which is directed to be made within one month from the date of publication of the award and it is awarded accordingly.

(4) *D. N. Duggal*.—He was appointed as a Senior Clerk in 1943 and after working on various capacities was confirmed as Supervisor. He was sent on deputation to National Bank of Lahore as Accountant which is a subsidiary office on the same pay and privileges on 9th July 1946. Due to the disturbances of 1947 he was however transferred to Dehra Dun where he joined in the Trade Union activities and asked the National Bank of Lahore, where he was working on deputation, to implement the B. B. Singh's award in his case with regard to fixation of salary, allowances, etc. The Conciliation Board gave verdict in his favour; in consequence of which the salary of the subject was fixed at Rs. 136 per month as detailed in the application and an arrear of Rs. 588 was also paid to him. The Bank did not relish all this and only 15 days after, he was ordered to be transferred to Delhi without assigning any reason; in contravention of the U.P. award. On reaching Delhi he was transferred from one place to the other owing to his Trade Union activities. His allowances were also reduced and some of which were cancelled. His salary was reduced approximately by Rs. 80 per mensem which was done arbitrarily and sheer out of vindictiveness and his prayer is that these reductions may be made good with retrospective effect.

Shri Somesh Chandra in reply stated that Shri Duggal was in the service of the Bank as Supervisor in 1946; when his services were requisitioned by the National Bank of Lahore and as he was going there as an Accountant, the Bank did not stand in his way and he was allowed to join there. He was subsequently transferred to Dehra Dun and continued to remain in the employment of National Bank of Lahore and not of Punjab National Bank Ltd. Shri Somesh Chandra stressed that this Bank had nothing to do with his labour activities at Dehra Dun and the verdict with regard to B. B. Singh's award whereby he got some extra money was not binding on this Bank.

It was in August 1949 that the National Bank of Lahore approached the Punjab National Bank with the request that the subject was on deputation with that Bank and had become spare to their requirement. He was accordingly taken back by the Punjab National Bank as Supervisor on his previous pay plus his usual increments which he would have earned if he had remained in the Punjab National Bank. The Bank representative averred that according to the rules of this Bank his salary was fixed at Rs. 122 (Rs. 90 plus Rs. 32 as increments which he could have earned during the period when he remained with the National Bank of Lahore) and his grievance there he should be given more pay is untenable and cannot be given effect to. Finally, Shri Somesh Chandra maintained that the Bank had not denied to him any increment which should have been due to him if he had remained in the Punjab National Bank throughout and had not gone on deputation to the National Bank of Lahore.

Shri Duggal in reply placed his reliance on a letter sent to the District Manager, Punjab National Bank dated 24th June 1946 (Ex. A) and argued that his consent was not taken when he was sent on deputation to National Bank of Lahore. He also joined issue with the Bank representative that when he rejoined the Punjab

National Bank in 1949 he was not taken as a Supervisor but as an Accountant and averred that on his return to Punjab National Bank's service, he took the charge of an Accountant and worked as such but after a month or so as evidenced from letter dated 19th September 1949 (Ex. 1) the Bank mentioned him as Supervisor and he was working as Supervisor since then.

His grievance now is that the increment which has been given to him as a Supervisor should have been given to him as an Accountant and that the difference should be made good. In support of this he relied upon a letter addressed to him by the Branch Manager wherein he was addressed as an Accountant but at the same time admitted that he has been working as a Supervisor since September 1949. Besides the increment due to him Shri Duggal furthermore claimed the *ad hoc* promotion according to the District Circular No. 249 and told, his prayer is for Rs. 138 as salary on rejoining and for fresh increment which falls due to him on 1st January 1950. He also wants his travelling allowance for his transfer and he was working as Supervisor since then.

In the discussion made above, I think Shri Duggal has made an attempt to confuse the issue in claiming the pay of an Accountant inasmuch as he was never promoted to the post of Accountant by the Punjab National Bank and he wanted to make capital out of the letter addressed to him as an Accountant by the Branch Manager. He ultimately admitted that he was working as a Supervisor and not as an Accountant with the result that his case for increment can only be considered as a Supervisor and not as an Accountant. This by itself presents some difficulty in following the two conflicting arguments *viz.* (1) that on his reversion to his substantive post in the Punjab National Bank, his salary should not have been reduced; and (2) that he was entitled to annual increments as well as *ad hoc* promotion. He filed a written note to explain this anomalous position wherein he has explained that the National Bank of Lahore was sponsored by the chiefs of Punjab National Bank, who had a controlling interest of the share capital of National Bank of Lahore and experienced staff from Punjab National Bank was sent on deputation to National Bank of Lahore and inferred from this that he was in point of fact an employee of the Punjab National Bank and in this connection reliance was placed on Ex. C, a communication emanating from the Regional Labour Commissioner's office to the effect that Shri Duggal was a permanent employee of the Punjab National Bank and was sent on deputation to the National Bank of Lahore by them. Shri Duggal furthermore relied upon the District Manager's circular No. 239, dated 9th May 1949 (Ex. B) and contended that according to the revised scale and grades of salary, a Supervisor's starting salary was raised to Rs. 120—8—200 and he was entitled to at least Rs. 120 as his salary in 1949 plus the *ad hoc* allowance of Rs. 10 and in addition to that he was entitled to Rs. 8 increment for the year 1950. On the other hand the position of the Bank as stated in the written statement and amplified in the arguments given above is that Shri Duggal could not claim both *ad hoc* promotion as well as the revised scale under the Circular No. 239 (Ex. B) and regard being had to the annual increments he was entitled to Rs. 122 only.

Now without entering into the controversy as to whether the National Bank of Lahore was sponsored by the Directors of the Punjab National Bank or its Directors had any controlling interest into the share capital of National Bank of Lahore, it seems clear to me that Shri Duggal was sent on deputation as an Accountant in-charge on higher salary to National Bank of Lahore and as such he was the employee of the Punjab National Bank and not that of the National Bank of Lahore. This inference is again supported by the hard fact that when the National Bank of Lahore found him spare to their requirements he was sent back and was taken by the Punjab National Bank on his substantive post. The only question therefore which falls for determination is as to whether he was entitled to the salary which was given to him, when he went on deputation. On the appraisal of all the facts and circumstances I rather feel inclined to think that the Bank should have taken him back as an Accountant which post he held with the National Bank of Lahore. But the Bank authorities did not see their way and took him on his substantivus post as Supervisor when he came back and it would be a great hardship to Shri Duggal if he was further deprived of the earned salary of Rs. 138 p.m. by reducing the same to Rs. 122 as urged by the Bank representative. In the result he is allowed a salary of Rs. 136 per mensem with retrospective effect from the date of his rejoining *i.e.*, 19th September 1949, which pay now is permissible under the revised scale of pay to Supervisors of the Punjab National Bank Ltd. Awarded accordingly.

(5) *Om Parkash Aggarwal.*—Shri Om Parkash joined the Bank on 13th December 1945. His increment fell due on 13th December 1949 but the same was withheld and furthermore the efficiency allowance permissible to him was also withheld for the month of November. Shri Vidya Sagar arguing on his behalf stated

that the increment was withheld unjustifiably as there was nothing in his personal file which could be said against him. Shri Aggarwal made his representation through the Employees Union to the Bank but no heed was paid and meanwhile he was charge-sheeted and was called upon to explain the charges, whereupon he replied that as his case had already been referred to the Tribunal, the charges levelled against him were rather manufactured as a counter-blast and consequently he did not submit any explanation to the Bank. He at the same time demanded an enquiry into the charges by the Officer's Committee. His prayer now is that the increment which fell due to him on 13th December 1949 may be granted to him with retrospective effect and also the efficiency allowance of Rs. 5 be allowed retrospectively.

Shri Somesh Chandra in reply submitted that so far the efficiency allowance was concerned, the same does not form a part of the salary. It is an extra remuneration which is granted for efficiency work, subject to certain conditions: viz. (a) Maintenance of Ledger Book and other records neat and clean; (b) there should be no unauthorised cuttings and the work should be accurate; (c) the employee must be punctual in attendance and must be polite and courteous to the clients. These conditions have been embodied in a Circular, wherein it has been specifically mentioned that if any man does not satisfy these conditions he will not be considered for the efficiency allowance. Shri Somesh Chandra concluded that in the case of Shri Om Parkash, as these conditions were not satisfied and there were complaints against him accordingly this efficiency allowance was justifiably withheld. Shri Somesh Chandra further argued that the subject expressed his regret and gave assurance to improve his work and accordingly he was allowed the necessary efficiency allowance from December 1949 with the result that he suffered only for the month of November. Coming to the question of increment, Shri Somesh Chandra urged that under the rules of the Bank increments are subject to the confidential reports of the higher authorities and as such in the first instance the Manager did not submit his report regarding Shri Aggarwal and on being asked by the head office ultimately when he forwarded the papers it was found that the same was not favourable to the subject and furthermore he was charge-sheeted. Reference was also made to the observation of the All India Industrial Tribunal (Bank Disputes) award at page 46 (Chapter VII) wherein it has been observed that the employers have a right to expect a fairly good level of efficiency, for the increments which are to be given in the grade itself and that the management must retain power to demand a certain minimum of efficiency and if that minimum be not attained, to withhold the next increment. Finally, Shri Somesh Chandra submitted that the Bank was not bound to grant the increment automatically and it rested in the discretion of the Bank to do so on the basis of reports of the Superior officers.

The discussion given above amply reveals that there was some trouble between the subject and the Branch Manager and the Manager did not submit his report regarding Shri Aggarwal's increment which fell due on 13th December 1949 and it was on the asking of the Head Office that he ultimately forwarded it and the same was not favourable to the subject. Meanwhile as the record shows another move was made against the subject and he was charge-sheeted but the copy of the charge sheet was not produced by the Bank's representative and it was urged that the charge sheet was sent to the petitioner but he has not filed his explanation and this also amounts to his misconduct. On the other hand Shri V. S. Malhi on behalf of the petitioner submitted that he had not flouted the authority of the Bank and was quite prepared to stand the charge if there was any and that he had demanded an enquiry into the matter because he was charge-sheeted during the pendency of the application sent to the Labour Commissioner. Shri Malhi arguing on behalf of Shri Aggarwal furthermore drew my attention to the letter dated 28th November 1949 (Ex. 2) which may well be reproduced as under, because the same gives an insight into the dispute between the subject and the Branch Manager:

Ex. 2:

The Manager,

Punjab National Bank Ltd.,

Hissar.

(Through Proper channel)

Sir,

You have stopped my efficiency allowance holding my explanation as unsatisfactory with regard to my leaving the office without getting the cash checked dated 31st October 1949. In this respect I most respectfully submit that I had no idea

to any way disrespect you. Any how I regret for the words that you consider objectionable and request you to excuse me. My efficiency allowance be continued as before. I assure you from the core of my heart that I have great respect for you and will never give you any chance of complaint.

Hoping to be excused.

Yours faithfully,

Dated 28th November 1949.

Sd: Om Parkash Aggarwal.

Manager.

As the cashier has regretted and has prayed to be excused, I recommend that he be excused this time. His efficiency allowance be allowed. He has promised not to give any chance of complaint in future.

Sd. Milkhi Ram Aggarwal,

Dated 28th November 1949.

Accountant.

Accountant.

The explanation and regret is evasive. I cannot accept it. Let the regret be wholesale and come from the heart. In the meantime, please deduct his efficiency allowance for November only.

Sd: C. L. Mahajan,

Dated 29th November 1949.

Manager.

The note of Shri C. L. Mahajan, Manager, when considered with the contents of the letter of regret and the forwarding note of the Accountant leaves no room for doubt that although the explanation was more than sufficient to purge off any disrespect shown to the Manager yet the Manager was stiff and exhibited some egotism if not arrogance in not accepting the apology. In consideration of all the circumstances which led to the withholding of the increment I am of the opinion that no justification was made out by the Bank authority to withhold the increment and the same is allowed with retrospective effect from the date when it fell due. Regarding the withholding of the efficiency allowance the same was continued from December 1949 as borne out by the Manager's note at the back of Ex. 2. The amount for the month of November, however, was not allowed and I do not think any interference is called for.

(6) K. L. Chadda.—He appeared in person and stated that his claim was satisfied and it needs no adjudication. In view of his statement the claim is filed having been withdrawn.

(7) A. R. Khanna.—He was appointed as an unpaid apprentice in the first instance on 17th August 1933 and became a paid clerk of the Bank in November 1933 on Rs. 70 and since then he has been in the service of the Bank working in various capacities. His case is that in 1942 Bharat Bank Ltd. came into existence and began to engage trained hands on high salaries and this naturally had some effect on the Punjab National Bank because some old employees left the service of this Bank and joined Bharat Bank Ltd. In order to stop the exodus and to retain their old employees, the Punjab National Bank adopted the policy of securing the services of their employees by giving them promotion as well as by asking them to enter into an agreement drawn by the Bank. The execution of agreement was hurried up as not give much time to the employees to consider the pros and cons of the agreement, and Shri Khanna also entered into that agreement. The terms of the agreement, however, were not adhered to by the Bank in general as well as in particular during the course of 7 years for which it was executed; inasmuch as (1) it was not applied to the officers who left the service of the Bank before the expiration of the agreement period; and (2) increments beyond its scope were also granted.

He continued to work in the Bank for about 6 years and 8 months after the execution of agreement and the full term had not yet expired when he received orders informing him that his services were terminated under the terms of the agreement on payment of certain dues which the Bank thought that he should have been paid according to the terms of the agreement. He was neither charge-sheeted nor given any opportunity for explanation as to why his services were being terminated before the expiry of the covenanted period.

Shri Khanna arguing his case urged that the preliminary objection raised by the other side in his case that he did not satisfy the definition of workman,

was devoid of any force because sheer designation could not exclude him from the category of workmen and the use of the word 'Officer' in the agreement was only formal and the same was used in all such agreements. The argument was further stressed that he was performing the duties of a skilled workman inasmuch as he was dealing with coding and decoding telegrams and maintaining the records thereto, which work is of a clerical nature or could be termed as skilled work and by no stretch of reasoning can be termed one of controlling and directing nature. He moreover was not in charge of any controlling or directional work; and his work pre-eminently was of a routine nature to be performed under the guidance and orders of the Manager. He further argued that his name was entered in the register of attendance relating to Shops and Establishment Act which clearly shows that he was being treated as a 'workman' and not as an officer in whose case this Attendance Register was not used. In support of his arguments, reliance was placed on the observations of the All India Industrial Tribunal (Bank Disputes) at:

- (1) Page 61, para. 137—wherein it was held that: "All that can be said is that the name (implying an officer's or a clerk's rank or grade) is immaterial".
- (2) Page 267—Case of Shri P. D. Misra of Kanpur: whereby Shri Misra who was a Sub-Manager was held to be a workman within the meaning of the Industrial Disputes Act.
- (3) Page 320—Case of Shri T. P. Malvya who was a Sub-Manager of the Lucknow Branch and was held to be a workman within the meaning of the Industrial Disputes Act.
- (4) Para. 30 at Page 234—of the Main award read with Page 485 of the Government of India Gazette, dated 26th August 1950 in the case of Shri R. C. Thukral who was a Manager of the Bank.

Coming to the other part of the objection that he was holding a Power of Attorney, Shri Khanna stated that any incumbent of the Bank sheer by holding Power of Attorney cannot become an officer because such Power of Attorney is given to the clerks also who are admittedly not officers. It was further argued that the Power of Attorney is given to any employee of the Bank in the discharge of his routine work and has thus no special significance, as the same is given to the Bank employees in order to facilitate the work of clearing and inter-bank accounting and not to raise their status or to exalt the holder of Power of Attorney to be an officer. In this connection Shri Khanna also emphasised that although he worked for sometime as Manager but at the time of the termination of his services he was performing the duties of an Assistant Manager as admitted in the written statement by the Bank.

In regard to the other objection of the Bank raised in the written statement that the work of the petitioner was not found satisfactory when he was working at Calcutta, Shri Khanna stated that it was wrong to say that his work was not satisfactory and the same can be ascertained from the examination of statistical figures and the output during his stay at Calcutta. Reference was made to a farewell address presented to him by the staff on the eve of his departure from Calcutta in appreciation of his work. Adverting to the allegation made in the written statement of the Bank that there was a complaint against the petitioner from customers and members of the staff and that the District Manager, Eastern Circle, put up a Note, dated 11th July 1949 recommending his discharge from the service, Shri Khanna stated that he was called upon, no doubt to explain about the complaint referred to above and he submitted his explanation but this incident had no bearing on the termination of his services on the 4th August 1949. In regard to the claim for travelling allowance Shri Khanna stated that the stand taken by the Bank is untenable inasmuch as he was in Kanpur, at a considerable distance from his home place in the course of the service when he was discharged and as such he was entitled to the travelling allowance and the expenses which he had incurred for coming to his home from that place.

In reply the Bank representative argued that the subject was working as Manager, Sub-Manager as well as Assistant Manager since 1941 up to the date of his termination of his services and his duties were therefore of the controlling and directional nature.

Reliance was placed on the following authorities:

- (1) Award of the Conciliation Board (Banks) U.P. 1949 at pages 7, 10 and 12. Reference was made in particular to page 10 where the distinction between a clerk and an officer has been made out with special reference to Banks. On the strength of the authority it was further stressed that it was not necessary that an officer be possessed of all

the powers still he can be termed as an officer. At page 12, it was held that the Sub-Managers and Sub-Agents were also termed as officers.

- (2) All India Industrial Tribunal (Bank Disputes) award at page 60 (Para-131).
- (3) The definition of employee given by the All India Industrial Tribunal (Bank Disputes) at page 167 of the award.

In this connection Shri Somesh Chandra further averred that the petitioner was drawing Rs. 470 as remuneration and on this score also he can be termed as an officer in the light of the observation made by the All India Industrial Tribunal (Bank Disputes), Bombay, at page 62. The argument was supplemented that Shri Khanna was holding a Power of Attorney wherein he had been given much wider powers than the powers given to others inasmuch as he could exercise his powers singly unlike others in whose favour joint Power of Attorney was given by the Bank. Reference was made in particular to the powers given to him in regard to the paying and receiving money on behalf of the Bank. He was enjoying the powers of opening account within India and outside India and to adjust and close accounts and was thus in a position to bind the Bank in several matters. Furthermore it was stated that Shri Khanna was empowered to enter into any agreement, contract, etc., and as such his powers were wide and were of the controlling nature.

Shri Somesh Chandra further contended that even as Assistant Manager his powers were more wide as borne out by Ex. 1, whereby he was empowered to give payment orders on cheques up to Rs. 10,000 in cash and up to Rs. 20,000 if received through clearing. Arguing further Shri Somesh Chandra maintained that as admitted by the subject that he was in-charge of coding and decoding, he was rather more responsible inasmuch as this work was of a highly confidential nature and could be entrusted only to one who was holding a responsible post as an officer. The work of checking telegram was moreover a work of great responsibility for the simple reason that if any telegram was received which was not genuine, it could cause great loss to the Bank. Shri Somesh Chandra concluded that for all these responsible works entrusted to Shri Khanna it may be safely inferred that his work was of controlling and supervisory nature and he did not fall within the ambit of the definition of workman under the Industrial Disputes Act. In this connection it was further argued that if once it may be held that he was an officer then he does not fall within the purview of the definition given under 2(s) as held in the U.P. Conciliation Board award 1949 (page 7) and also in the award of justice Devatia in the case of Bank employees of Bombay, 1947.

Replying to the legal precedents relied upon by Shri Khanna in his argument, Shri Somesh Chandra argued that those cases were decided on particular merits and as such could not be relied upon as good authority in his case. In regard to the agreement executed by Shri Khanna in favour of the Bank, Shri Somesh Chandra contended that at the time when the agreement was executed by the staff, he was working as Manager at Chakwal and no question of coercion or duress could arise in his case. Regarding the allegation of Shri Khanna that the Bank got the agreement executed in order to secure his services because Bharat Bank had come into existence and some of the experienced hands were required by the said Bank, Shri Somesh Chandra urged that he was not prepared to admit the allegation in all its phases but it is correct that Bharat Bank did come into existence in 1942 when the agreement was executed and it is a hypothetical question as to whether he could join Bharat Bank or not. It was further argued that the covenant in question was made rather in the interest of Shri Khanna because according to the terms of the previous contract (Ex. 2) his services could be terminated on one month's notice and according to the new covenant his services were guaranteed for no less than 7 years. Finally it was submitted that the Bank cannot possibly give any assurance for the permanence of his services beyond a certain period inasmuch as it depends upon the revenue of the Bank and business concerned which is required according to the magnitude of the business. Replying to the argument of Shri Khanna that this agreement was executed in the capacity of Manager, Shri Somesh Chandra urged that as borne out by the agreement itself he entered into the agreement as an officer and the period of agreement had not yet expired when he was reverted from the post of Manager to that of Assistant Manager. Furthermore, on the termination of his services he was paid the sum of his dues in terms of his agreement and as such it was binding on both sides. Regarding the variation in the terms of the agreement namely that more increment was granted than the one specified in the agreement, Shri Somesh Chandra contended that an amount of Rs. 15 was guaranteed one and it was up to the Bank to grant more and as such it had not in any way vitiated the agreement itself. Finally, it was argued that under agreement

as stated in the written statement Shri Khanna's services could be terminated in terms of the agreement on the expiry of the period or on payment of the salary for the unexpired period and the same was complied with and as such the claim could not be sustained. Shri Somesh Chandra further explained the circumstances which led to the termination of services of some of their employees in 1949 including Shri Khanna and stated that no less than 27 offices were closed in order to retrieve the Bank's position and as such the Bank was justified in terminating the services of Shri Khanna, which was made as stated above in terms of the agreement. To add to this, his work was also found unsatisfactory when he was working at Kanpur and certain complaints were received against him and explanation was called for as stated in the written statement. Reliance was placed on a chart of figures regarding revenues, deposits, etc., at Calcutta for the years 1945, 1946, 1947 and 1948 and Shri Somesh Chandra maintained that Shri Khanna was incharge in the years 1946, 1947 and 1948, and as evidenced by this chart the profits of that Bank dwindled very much and the branch which was giving profits of Rs. 33,000 showed a loss of Rs. 14,967. Shri Somesh Chandra submitted that this was another reason that his work was considered unsatisfactory and he was reverted to the post of Assistant Manager. Shri Somesh Chandra furthermore stated that at Kanpur there was another complaint against him to which a reference was made in the written statement and for which explanation was called and as admitted by Shri Khanna he gave an undertaking to the staff that he would co-operate with the staff. Lastly, with regard to the relief of bonus claimed by Shri Khanna, Shri Somesh Chandra submitted that bonus does not form a part of items mentioned in Schedule II of the Reference which is before this Tribunal and as such the Tribunal has no jurisdiction over this point. Secondly, bonus was to be granted to the employees on certain conditions and one of the conditions is condition No. 3 (Ex. 4) which Shri Khanna did not fulfil. Regarding the travelling allowance, Shri Somesh Chandra contended that his services had already terminated and there was no rule that the subject was to be paid to reach his destination at the expense of the Bank and that leave could have been availed when it fell due and if not availed it lapsed according to the copy of the rules filed by him (Ex. 5). Regarding the gratuity, Shri Somesh Chandra stated that no such scheme has been introduced in this Bank and furthermore according to the directions of the All India Industrial Tribunal (Bank Disputes) given in the award the scheme is to be introduced after two years. This relief was thus untenable and furthermore it does not fall within Schedule II of the Reference.

Shri Khanna replying to the argument of Shri Somesh Chandra tried to reiterate the previous points and further added that the reference to the Assistant Manager at page 61 and page 167 was not applicable and may well be considered in all its implications. Coming to the power of attorney, in addition to his previous argument, he stated that although Shri Somesh Chandra had dwelt at length upon the responsibilities put on him by virtue of that power of attorney, yet he has conveniently forgotten that this very form was being executed by all others and it was not in his particular case that that Power of Attorney was given effect to. Replying to the argument advanced by the other side on the basis of schedule of specific powers given to the Assistant Manager (Ex. 1) Shri Khanna urged that the powers contained in that document are not exercisable unless those are to be exercised under the duty-sheet given by the Manager. It was further argued that the specific powers of receiving the money, passing final payment orders etc. were being exercised sometime even by the Accountants and Supervisors to the extent of Rs. 200, Rs. 500 and even to the extent of Rs. 1,000 which amount depends according to the Branch. Shri Khanna admitted that under the duty-sheet he was passing cheques to the extent of Rs. 5,000 and with regard to the clearing cheques up to Rs. 20,000 and beyond that it was the Manager who had to deal with but he maintained that it was incorrect to say that he was incharge of the code book. The code book and the cheque symbol always remained with the Manager, although the telegrams were coded and decoded by him after taking the code book and cheque symbol from the Manager for that purpose. Furthermore, it was urged that this coding and decoding are also being checked by Accountant or some other person. Coming to the argument of Shri Somesh Chandra regarding his work which was termed unsatisfactory by the Bank, Shri Khanna further stated that the chart (Ex. 3) is not a correct data for the determination of the question involved as to whether his work was satisfactory or not and one important factor to be considered in this connection is that what were the circumstances under which the work was being carried on after the partition of the country and the conditions prevailing those days which affected all institutions; and secondly, the alleged loss was not due to his bad work but on account of the general uneconomic condition of the country and unforeseen circumstances due to the partition. It was further urged that he was submitting his half yearly reports regularly and no objection was ever taken with the deterioration in the work, now attributed to him. With regard to the claim for the compensation for the period of earned

leave Shri Khanna stated that he wanted to avail one month's leave which was refused just before the termination of his services. [Reference was made to the All India Industrial Tribunal (Bank Disputes) award to page 122—Item No. 23(1) and (2)—Section 6—Miscellaneous].

Now the arguments urged for and against have been fully given above and so far as the preliminary objection that Shri Khanna did not fall within the ambit of the definition of workman and was an officer is concerned I need hardly add anything more because this question has been thoroughly gone into the general discussion made in the Delhi award wherein it has been already held that Managers and Sub-Managers and Superintendents by virtue of their controlling and directional duties are officers while a distinction has been made in the case of Assistant Managers on the ground that an Assistant Manager however highly placed he may be, is after all one who is working under the direct supervision and direction of the Manager and does not hold any independent charge of any branch or sub-branch and his duty is sheer to assist the Manager in his discharge of his onerous duties in some big offices. In this case, Shri Somesh Chandra no doubt further contended that Shri Khanna in his capacity as Assistant Manager was empowered to give payment order on cheques up to Rs. 10,000 if in cash, and up to Rs. 20,000 if through transfer or clearing and was holding charge of cash and jewellery and safe custody articles and furthermore and was to give payment orders on cheques up to Rs. 5,000 if in cash and up to Rs. 10,000 if through transfer or clearing and was also holding charge of cheque symbol and to keep the code book. A copy of the schedule of specific powers to be vested in Assistant Managers, Accountants, Sub-Accountants, and Supervisors of different branches was also filed (Ex. 1) and on the strength of this it was urged that Shri Khanna was holding responsible post and was not only holding responsibilities but was further empowered to bind the Bank in several matters and as such he was to all intents and purposes an officer of the Bank. But this plea, however, collapses to scrutiny when considered in all its details even taking into consideration the powers mentioned in Ex. 1 which reveals that the power for payment orders to the extent of Rs. 10,000 was to be exercised jointly with an officer not below the rank of Supervisor. Similarly, the miscellaneous power of holding charge of cash, jewellery, etc., was also exercisable jointly with the Cashier. There is furthermore a proviso given in this document to the effect that the Manager must invariably check the entire cash atleast once a fortnight under a certificate to that effect in the cash memo. book and another note beneath stating that at branches where there be no Supervisor, Accountant will hold powers vested in the cadre of Sub-Accountant or Supervisor of B class office. The proviso and the note and the heading of this schedule clearly indicate that these powers were not only meant for Assistant Managers but were also given to Sub-Accountants and Supervisors of different branches; of course, subject to the supervision of the Manager and as such it is idle to urge that the Assistant Manager was holding the charge of any property independently or could exercise his powers singly and independently. I therefore do not see any good ground to depart from the principle laid down in the general discussion on this question while deciding Delhi Banks cases and over-rule the objection with the result that Shri K. R. Khanna who was admittedly working as an Assistant Manager at the time of the termination of his services will be termed as workman as defined under the Industrial Disputes Act. This disposes of the much discussed preliminary objection in this case.

On merits, the main contention of the Bank is that Shri Khanna's services were terminated under the terms of the agreement and as such his claim was not sustainable because he was already paid the salary and allowances for the expired period of the agreement. It was also contended on behalf of the Bank that his work when he was at Calcutta was found unsatisfactory and there were certain complaints against him and consequently the Bank was not prepared to extend the period or to enter into any new agreement with the subject and his services were terminated. On the first point which has been fully thrashed out by the arguments of both sides and without incurring the risk of repetition, I would only say that the argument advanced by the Bank appears to be fallacious, for the simple reason that it is untenable that a permanent hand would be prepared to forego all his previous service and enter into an agreement for a fixed period. It would have been a different matter if the Bank had taken the plea that they were going to discharge Shri Khanna from services in 1942 and he preferred to enter into an agreement for a certain definite period but in the absence of any such plea it seems clear to me that they wanted to secure his services under the apprehension that he would go to some other new bank on higher salary and that the agreement was not executed to promote the interest of the subject but as alleged by Shri Khanna was executed in order to secure his services for a certain definite period. Shri Somesh Chandra in the course of argument admitted that Bharat Bank started

its business in 1942 and there was some demand of experienced hands. This supports the assertion of Shri Khanna that the agreement was executed on the asking of the Bank authorities and not on his seeking. Under these circumstances, it follows that Shri Khanna did not become a new entrant by entering into the agreement and he was to continue even after the termination of the agreement, of course, if there was nothing found against him otherwise which could warrant his dismissal or discharge from service. In this respect it was urged by the Bank's side that his work was found unsatisfactory when he was at Calcutta but it was admitted at the same time that he was reverted to the post of Assistant Manager, Kanpur, which would mean that the action against him whatever it was had already been taken and that factor is not to be considered once again when the question for the termination of his services came up before the Bank. This plea rather is contradictory to the main plank of argument that his services were terminated on the expiry of the period of agreement, and the same was communicated to him in the order of discharge. He is 43 years old and has spent major part of his life in the service of the Bank and the security of service warrants that regard being had to his long standing services; he must either continue or if prematurely made to retire he must have relief by way of compensation, gratuity, bonus or any other retrenchment relief. The latter course was neither urged nor discussed before me and I shall have to resort to the first one with the result that I direct his reinstatement into the service of the Bank within one month of the date with effect from which this award becomes operative, and in consideration of all circumstances he should be paid full pay and allowances in respect of 6 months period only prior to his reinstatement. His claim for Bonus, etc., does not arise and the same is not determined. Awarded accordingly.

(3) The General Secretary, Punjab National Bank Employees Union, Ludhiana, presented representations on behalf of the following employees:

- (a) Pawan Kumar Jain.
- (b) Om Parkash Aggarwal.
- (c) Sant Ram Vohra.
- (d) B. N. Chopra.
- (e) Balwant Rai.
- (f) Sital Prokash Jain.
- (g) Sukh Dev Sharma.
- (h) Meher Chand Mishra.
- (i) Jagadish Ram Sarma.
- (j) Mangal Dev Seth.
- (k) Jagir Singh Minah.
- (l) Bishambar Das Khanna.

Out of this one (b) Shri Om Parkash Aggarwal made his individual claim also which was heard at Amritsar on the 10th November 1950 and need not be considered here along with others. In view of the fact that the parties have entered into a compromise and have settled their difference as evidenced from the telegram of 16th November 1950 and the confirmatory letter No. Compt/U/5030/50, dated 16th November 1950 and further supported by the letter of the Punjab National Bank Employees Union of the same date, the cases need no adjudication having been withdrawn.

Reference No. 32 of 1950

BHARAT BANK LTD

Appearances

- (1) Shri H. L. Parvana, President, Bharat Bank Employees Union, Delhi.
- (2) Shri R. K. Bhanot, Member, Bharat Bank Karmachari Sabha, Delhi, for Shri R. C. Aurora.
- (3) Shri J. R. Jalota in person.
- (4) Shri Babu Ram in person.

Shri R. N. Rastogi, Superintendent for the Bank.

(1) *J. R. Jalota*.—This case was taken up on 10th November 1950 at Amritsar in the absence of the claimant under the provisions of Rule 19 of the Industrial Disputes (Central) Rules but he made his appearance on the following day i.e., on the 11th November and the case was heard afresh. The main grievance of

Shri Jalota is that he was discharged without assigning any reason and without serving him any notice. He, therefore, claimed reinstatement on the plea that the discharge order was made in violation of the provisions of Section 33 of the Industrial Disputes Act. The Bank representative in reply stated that Shri Jalota was taken in the Bank's service under the Guarantee Broker system as evidenced from the letter of undertaking filed along with the written statement. He further argued that the appointment was made purely as a temporary measure at the factory of Messrs. Lakshmi Electric Flour Mills, Millerganj, as a godown-keeper and the salary was chargeable from the said brokers and that under the provisions of Section 10 of Indian Banking Companies Act 1949 the Guarantee Broker system was abolished as advised by the Reserve Bank of India in their confidential circular to the Indian Association, dated 7th October 1949 and the Bank had to discharge Mr. Jalota. Shri Rastogi further averred that it was wrong to say that no notice was served on the subject as was evidenced from letter, dated 24th January 1950 (Ex. 2):

The plea of Shri Jalota that he was not served with a notice has thus been negated by the documentary evidence and in view of the fact that his appointment was purely of a temporary nature he cannot reasonably claim that his services should have been continued even when the Guarantee Broker system was abolished. The other plea that his discharge was made in violation of the provisions of Section 33 was untenable inasmuch as the amended Act came into force in May 1950 and his services were terminated on 13th March 1950. The objection is accordingly repelled. There is, however, another aspect of the question namely that it is a case of retrenchment and some relief must be awarded. The record reveals that he joined the Bank's service in February 1949 and his services terminated on 13th March 1950 i.e. after a year or so. I would, therefore, direct that he shall be paid half month's salary for the one completed year of service plus all allowances admissible.

(2) *Babu Ram*.—His case was heard at Delhi along with other claims filed by Bharat Bank Employees Union and was shown in the Cause List of Punjab also because another application presented by the subject in his individual capacity from a different address was also noted by the office. On verification, however, it was found that the same person had filed one application individually and the other through the Employees Union. His case has already been adjudicated upon along with the Delhi Bank cases and needs no further adjudication.

(3) *Bakshi Ram Agnesh*.—His case was presented by the Punjab Bank Employees Federation, Jullundur City, but despite several calls no one turned up and the case was accordingly heard under the provisions of Rule 19 of the Industrial Disputes (Central) Rules, 1947 *in absentia*. The record reveals that the General Secretary, Punjab Bank Employees Federation, Jullundur City, brought into the notice of the Tribunal that Shri Bakshi Ram Agnesh, an employee of Bharat Bank at Amritsar was dismissed from service but no particulars or any details with regard to the history of the case were given. The Tribunal had therefore to fall back on the facts furnished by the Bank representative and Shri Agnesh's case appears to be that he had appeared in the Associate Examination of the Indian Institute of Bankers, Bombay, and the subject was found guilty of obtaining unfair assistance in the examination whereupon he was debarred from sitting in the examination for a period of two years i.e. 1950 and 1951. The Bank was informed by the Council to that effect and furthermore the Reserve Bank of India also invited the attention of the Bharat Bank towards the conduct of the employee and asked as to whether they had taken any disciplinary action against him and if so what penalty was imposed. Shri Rastogi stated that in pursuance of the aforesaid letter Shri Bakshi Ram Agnesh was called upon to explain the position and as his explanation was not found satisfactory he was dismissed in terms of Rule 4(a) of the Banks Bye-Laws (Revised Edition) 1947. The Rule 4(a) reads as follows:

"Misconduct, dishonesty, gross negligence, insubordination or disregard of discipline are standing instructions on the part of an employee or any such act as may be considered prejudicial to the interest of the Bank will render him liable to immediate dismissal or lesser punishment as may be decided by the Bank."

On the strength of this rule, Shri Rastogi submitted that it was a case of misconduct and the Bank was justified in dismissing the subject.

Now the explanation of Shri Agnesh submitted by him in reply to the Bank's letter No. 3394 of 19th September 1949 is on the record wherein he has stated

that he was no doubt in possession of a note book but he happened to carry the same in the examination hall under the following circumstances:

His son fell down from the roof of the house on the very early morning on the day he was to sit for the examination and was badly hurt. He consequently gave up the idea of sitting in the examination but at the eleventh hour on the assurance of the doctor that the patient would survive, he just entered the examination hall at the nick of the time and puzzled as he was could not place the said note book with the Superintendent.

Shri Agnesh has furthermore stated in this explanation that he had hardly finished the first question when the Supervisor came up and picked up the note book and reported the matter to the Superintendent. He tried to explain that he was innocent and had not copied anything from the note book and further asked the Superintendent to get the answers compared with the note book but nobody heard him and he was ordered to get out of the Hall. There is no evidence on the record with regard to the correctness of this statement but as the same was not specifically denied by the Bank authority also it can be safely presumed that this story of the boy having fallen from the roof of the house and the consequent nervousness of the subject is not the figment of his imagination and it is just possible that the note book was carried under the circumstances mentioned above. Apart from this what impresses me more is that the verdict of the Institution was given without giving him any opportunity of explanation and they have debarred him from appearing in the examination for two years meaning thereby that he was entitled to appear after the lapse of two years. In case of his dismissal from service his right to re-appear will be forfeited *ipso facto*.

In consideration of all the facts and circumstances I am of the opinion that he has been severely dealt with and that the loss of remuneration for the period for which he had been out of employment would be sufficient punishment to meet the ends of justice in addition to the punishment awarded by the Banker's Institute by debarring him from appearance in the examination for the next two years. In the result I would direct that the Bank should reinstate him within one month from date with effect from which this award becomes operative, if he chooses to come back into the service of the Bank.

(4) *Closure of Bhiwani Branch.*—This case was heard *in absentia* because the Secretary, Bharat Bank Employees Union, Bhiwani, who presented the claim before the Tribunal, did not turn up.

The case relates to the closure of Bhiwani Branch of Bharat Bank which came into the notice of the Tribunal on the motion of the Secretary, Bharat Bank Employees Union, Bhiwani (Punjab) by their letter dated 19th April 1950 wherein it was stated that the Bharat Bank was going to close its Bhiwani Branch in violation of Section 33 of the Industrial Disputes Act and that this would result in the termination of at least seven employees. My learned predecessor, Mr. F. Jeejeebhoy, issued notice whereby the Managing Director, Bharat Bank Ltd., Head Office, Delhi was required to state as to which of the branches the Bank was contemplating to close and was further asked to supply the particulars of the staff likely to be involved. In reply to this Notice the Managing Director submitted written statement dated 24th April 1950 along with a large number of annexures (1 to 46) in support of the averments made in the written statement. The grievance of the Union as disclosed from the record was that the Bank notwithstanding of the undertaking that the Bank authorities gave to the All India Industrial Tribunal (Bank Disputes) at Bombay that they would not close any branch or bring any change into the conditions of service in order to allow the Tribunal to carry on the work peacefully still closed some of the branches in violation of the undertaking. Shri Rastogi the Bank representative however explained that although the Bank did give the undertaking but as the Union people staged a walkout on or about the 22nd February 1950 in consequence of which there was a break in the proceedings of the Tribunal and the object of the undertaking was thus frustrated, the undertaking was not binding upon the Bank. He moreover stated that the undertaking was for the specific period during which the Tribunal was sitting and referred in particular to the words "during the present hearing of these proceedings at Bombay" mentioned in the undertaking. He furthermore relied upon the last clause (f) of the undertaking which reads as follows:

"(f) The Bank wishes to make clear that it reserves its liberty to take appropriate action in future if any circumstances arise which necessitate the same."

Shri Rastogi concluded that in the first place this undertaking was not binding on the Bank as said above and secondly the closure in question was made on the 6th May 1950 after the close of the Tribunal's work at Bombay and as such the Bank has not violated the dictates of the undertaking. The other argument advanced was that when the proceedings of the All India Industrial Tribunal (Bank Disputes) came to close at Bombay on 3rd April 1950 the Bank authorities had to carry on the programme of closure of branches in view of the losses suffered by the Bank on account of some of the uneconomic units and the closure of Bhiwani branch was the upshot of this policy adopted by the Bank. On merits Shri Rastogi furthermore argued that this Branch showed a heavy loss of Rs. 11,330 for the half year ending 30th September 1949 and furthermore suffered a loss of Rs. 960 for the period ending 31st December 1949. The Board accordingly had no alternative but to close this Branch and under the circumstances the motion of the Union was misconceived and was made only to harass the Bank authorities. Shri Rastogi vehemently contended that no Bank could afford to run branches at loss sheer in order to maintain the employees in its employment. The Bank moreover tried to absorb the retrenched persons in the Head Office but as it was already over-staffed, the employees had to go.

On careful consideration of all the facts and circumstances mentioned above I am satisfied that the Bank was justified in the closure of the Branch and the undertaking given by them to the All India Industrial Tribunal (Bank Disputes) was no longer binding on the Bank inasmuch as the actual closure of the branch came into effect after the close of the Tribunal's work. The words used in the undertaking "during the present hearings of those proceedings at Bombay" are significant and clinch the matter beyond any manner of doubt. But it appears that the Bank was not considerate enough to grant retrenchment relief, when it could not absorb them in other branches, which could be made available to the employees whose services were abruptly dispensed with. To my mind an old employee in all fairness and on equitable grounds must be held entitled to have this sort of relief on the termination of his services. I would therefore direct that half month's salary for each completed year of service with all allowances admissible to the employees of this Branch in the course of employment shall be paid to the employees of the Bhiwani Branch whose names are mentioned in the annexure 45 as given below, excepting No. 1 Shri M. G. Gupta who was a Manager and as such was an officer as held in Delhi Bank Disputes award:

- *(1) M. G. Gupta, Manager;
- (2) K. D. Khanna, Accountant;
- (3) K. C. Jain, Senior Clerk;
- (4) M. S. Jain, Clerk;
- (5) Messrs. Jai Pershad Parduman Kumar, Treasurer;
- (6) Rameshwar Das, Cashier;
- (7) Deo Karan, Guard;
- (8) Bhagwan Das, Hundi Presenter;
- (9) Uttam Chand, Peon;
- (10) Prernand, Peon;
- (11) Chapat, Waterman;
- (12) Santa, Sweeper.

This direction shall be carried within one month from the date when the award becomes operative.

(5) *Hans Raj Narula*.—(Peon of Abohar Branch—closed).—He informed the Tribunal *vide* his letter dated 6th November 1950 that he was unable to meet the journey expenses to attend the hearing at Amritsar and further requested that his case may be considered in the light of the decision arrived at in the cases of other employees affected by the "closure of Abohar Branch".

In view of the inability expressed by the petitioner this case was considered along with the claims of Abohar Branch employees and the same order applies to this case also with the result that he shall be paid half month's salary plus all allowances admissible for each completed year of service.

(6) *R. C. Aurora*.—His case was also taken under the provisions of Rule 19 of the Industrial Disputes (Central) Rules *in absentia* on the 11th November 1950 at Amritsar. His allegations are that he was appointed in the Bharat Bank Ltd., Quetta on the 1st March 1943 and was raised to the status of an Accountant

in 1945. After partition he joined the District Manager's office (Punjab Circle) at Delhi and after working at four different places he was finally transferred to Ferozepore Cantt. Branch on the 9th March 1949. He was, however, discharged from service on 26th September 1950 and it is alleged that the discharge order was made arbitrarily. He authorised the Bharat Bank Karmachari Sabha, Delhi, to take up this case but no office bearer of that Sabha turned up when the case was called.

Shri Rastogi, Representative of the Bank, in reply to the claim submitted that Shri Aurora was an Accountant at the Branch Office, Ferozepore Cantt. and was holding Power of Attorney; and as such, he was an officer and does not fall within the ambit of the definition of 'workman' under the Industrial Disputes Act nor he can be taken under the definition of employee as defined by the All India Industrial Tribunal (Bank Disputes) award at page 167 and the case is thus not triable by this Tribunal for want of jurisdiction. On merits Shri Rastogi stated that his unsatisfactory record of service was the cause of the termination of service by paying him one month's salary in lieu of notice in accordance with Rule 11 of the Bank's General Rules (Ex. 1). Shri Rastogi further stated that the employee was called upon at the time of his appointment to sign a form of declaration (Ex. 2) declaring that he would abide by the rules of the Bank. Shri Rastogi also urged that his work was not found satisfactory inasmuch as he was in the habit of taking leave more often in disregard to his duties and despite repeated warnings, he did not improve his conduct. The Branch Manager also reported against him that he was not satisfied with his work because he was careless and used to work mechanically without going through it and shirked the responsibility as detailed in the written statement. He was duly charged-sheeted and was called upon to explain. He expressed his regret for that and undertook to be more cautious in future. Shri Rastogi also referred to another charge levelled against him which is mentioned in the written statement and stated that he informed the Saharanpur Branch about the realisation of a bill which had not been realised by that time and on that authority the Branch had made the payment and on account of his gross negligence the Bank was put to loss and yet it is problematic whether this amount will be realised or not. This time also he was asked to explain and he expressed his regret and stated that the same was due to rush of work and in future he would not do such thing. Shri Rastogi also referred in this connection to the remarks of the Inspector embodied in the Confidential Report and purports to have been signed by Shri S. N. Sharma.

Shri Rastogi on the strength of all these charges and the unsatisfactory work of the subject averred that the Bank was justified in dispensing with his services. Finally, Shri Rastogi brought to my notice that this is not a case of victimization because the subject was not a member of any Union and was not punished for his Trade Union activities.

Shri R. K. Bhanot however made his appearance on behalf of Shri Aurora on the 13th and I allowed him to amplify the arguments. Shri Bhanot did not add anything substantial on the merits of the case, but drew my attention to another application filed by the Bharat Bank Karmachari Sabha under Section 23/31 against the Bank for having discharged Shri Aurora without obtaining the permission of the Tribunal. This application is dated 8th November 1950 and appears to be a sort of counter-blast and the same was not moved along with the statement of claims. I do not feel called upon to take action on his belated application. The real controversy, however, centres round the dismissal of Shri Aurora. In this connection it is note-worthy that the Bank did not obtain the necessary permission in writing of the Tribunal before dispensing with the services. He was an old employee and had been working since 1943 and however unsatisfactory his work may have been, the discharge order should have been preceded by the necessary sanction of the Tribunal as contemplated under Section 33 of the amended Act which had been enforced much earlier to the date of discharge viz. in May 1950. Consequently, this is a clear case of violation of Section 33 and the only order that can be passed in this case is that the discharge order must be set aside because the same was passed at a time when no change in the conditions of service could take place without obtaining the previous permission of the Tribunal. The result is that Shri Aurora will be taken back in the service of the Bank and he will be entitled to get all his emoluments including all allowances from the date of his discharge to the date of his reinstatement. Awarded accordingly.

(7) *Closure of Abohar Branch*—This case relates to the closure of Abohar Branch. The facts put briefly are that in February 1950 the Bank authorities thought of closing some of their branches but in those days All India Industrial Tribunal (Bank Disputes) was holding its sittings at Bombay and the Employees

Union moved the Tribunal that in order to maintain the *status quo* and peaceful atmosphere during the pendency of the Tribunal proceedings at Bombay, it was desirable to direct the Banks not to close any branch. Consequently Bharat Bank Ltd. also was called upon to give an undertaking to the effect that the Bank would not make any change in the service conditions of their employees during the pendency of the Tribunal's proceedings. The Bank agreed and gave an undertaking Ex. 1 but despite this, the Bank authorities ordered the closure of Abohar Branch on 6th May 1950, whereupon an application dated 12th May 1950 was preferred by three of the employees viz. (1) Behari Lal Bhatia, Accountant, (2) Buta Ram Chugh, Senior Clerk, and (3) Khushal Chand, Cashier jointly and by Hansraj Narula individually with the allegations that the Bank authorities had terminated their services indiscriminately and that the closure was made in violation of the provisions of Section 33 of the Industrial Disputes Act. The Bank was called upon to file their written statement and on the completion of the pleadings the case came up for final hearing at Ambala.

Shri H. L. Parvana, President, Bharat Bank Employees Union on behalf of the petitioners in pursuance of letter of authority dated 29th July 1950 contended that the closure was made in contravention of the provision of Section 33 and it has rather amounted to 'lock out' on account of the collective retrenchment of all the employees. Reliance was placed on the finding given by Shri Jeejeebhoy in the West Bengal Bank Disputes award in the case 'closure of Asansol Branch' at page 26 of the award whereby the warning was given to the Bank not to close any branch without obtaining in writing the express permission of the Tribunal, and the reinstatement of all the employees connected with this Branch mentioned in Annexure 42 of the Bank's reply concerning closure of branches was claimed.

On the question of undertaking Shri Rastogi, the Bank representative submitted that the undertaking Ex. 1, no doubt was given by the Bank but it was binding only during the pendency of the Tribunal's proceedings at Bombay. Shri Rastogi furthermore referred me to certain clauses of the undertaking and in particular to para. (f) of the undertaking which reads as follows:

"(f) The Bank wishes to make clear that it reserves its liberty to take appropriate action in future if any circumstances arise which necessitate the same."

The argument built on the strength of this part of the agreement was that the undertaking was obviously conditional one and the same was also not binding on account of the walkout of the leaders of the Employees Unions on or about the 23rd February 1950 whereby the object of the undertaking namely 'to promote the peaceful atmosphere during the pendency of the Tribunal's proceedings was frustrated by the conduct of the Employees Unions. Furthermore, it was submitted that the proceedings closed on or about the 3rd April while this Branch was closed on 30th April 1950 i.e. after the termination of the proceedings of the Tribunal at Bombay. The next contention raised by Shri Rastogi was that permission under Section 33 was not necessary in the case of closure inasmuch as the amended Act of 1950 came into force on 20th May 1950 and under the old Act no such permission was required.

On merits Shri Rastogi urged that Abohar Branch office was closed under the advice of the Reserve Bank of India as it was an uneconomical unit and the establishment expenses of this Branch amounted to Rs. 7,751 with monthly average of Rs. 861 which are more than twice as much as commission, etc. earned by this Branch. This Branch furthermore showed a loss of Rs. 6,684 for the year ending 31st March 1948 and again showed loss of Rs. 1,630 for the year ending 31st March 1949 and Rs. 3,389 for the year ending 31st December 1949. Shri Rastogi concluded that as there was no scope for improvement, the Bank had no alternative but to close it. The closure of this branch moreover was not to victimise anyone and the move was actuated to retrieve the position of the Bank in the interest of the workers as well as the public.

Shri Parvana in reply argued that the undertaking referred to above was strictly speaking binding upon the Bank till August 1950 on which date the award was given and not till 13th April 1950 on which date the proceedings of the All India Industrial Tribunal (Bank Disputes) came to close.

Now all these arguments advanced for and against have already been considered by my learned predecessor in the West Bengal Bank Disputes Award regarding the closure of the Asansol Branch and it was held that the value of

the undertaking was rather problematic. I also agree with the finding and will further add that prior permission in writing of the Tribunal was necessary before the closure even under the old Act of 1947 in which exception has been made only in cases of misconduct. As no such permission was asked for, the Bank had violated the provisions of the Industrial Disputes Act but at this late stage and in consideration of the fact that the Bank was contemplating the closure of these branches much earlier and that no Bank is likely to close a Branch simply to victimize their own employees and furthermore, as borne out by the statistical figures given by the Bank representative, that this Branch was running at a great loss, I do not propose to take any action against the Bank for closing this Branch without obtaining the express permission in this particular case. In these circumstances, the petitioners claim for reinstatement also cannot be favourably considered because it would be difficult to call upon the Bank to absorb the retrenched persons whose number is not small and more especially when the closure was not the result of any unfair labour practice on the part of the Bank but was effected in good faith to retrieve the position of the Bank. But at any event, the Bank cannot be dissolved from giving retrenchment relief to the persons who have suffered on account of the closure of this branch. Their names are given in the Annexure 42 filed by the Bank but all have not filed their claims and only four of them have come forward. I do not think that I can take up the case of others *suo moto* with the result that the four petitioners *viz.* (1) Shri Behari Lal Bhatia, Accountant, (2) Buta Ram Chugh, Senior Clerk, (3) Khushal Chand, Cashier and (4) Hans Raj Narula, Peon, are held entitled to half month's salary for each completed year of service plus all allowances admissible under rules. This direction shall be carried out within one month from the date when the award becomes operative.

Reference No. 40 of 1950

GADODIA BANK LTD.

Appearances

Shri Prem Ratan Bhatia, Deputy General Secretary, Punjab National Bank Employees Union, Ludhiana, for Shri Ram Lal Khara.

Shri Babu Lal, Manager, Jaipur Branch, for the Bank.

Ram Lal Khara.—He joined the Bank's service on the 11th March 1949 as an Accountant on a salary of Rs. 80 plus Rs. 20 and after three months service he was confirmed in his post i.e. on 11th June 1949. His services were, however, terminated on the 29th March 1950 on giving him one month prior notice. Shri Bhatia on behalf of Shri Khara contended that although according to the notice his services were to be terminated from 15th March 1950 but he continued till 29th because the Manager wanted his services for sometime more due to the exigencies of service and as such fresh notice was necessary. It was further argued that Shri Khara's services were terminated in violation of the provisions of Section 33 of the Industrial Disputes Act inasmuch as no permission of the Tribunal was obtained before the order of discharge and as such the order was untenable. On merits Shri Bhatia stated that under the principle of 'last come first go' Shri Khara should have been allowed to continue and some junior hand, if retrenchment at all was necessary, should have gone. Lastly, Shree Bhatia stated on behalf of the subject that he has been re-employed somewhere else after having remained without job for about three months and in the circumstances his claim only is that he should be awarded some compensation for having been discharged in this perfunctory manner without obtaining previous permission of the Tribunal and he also claims one month's salary in lieu of notice.

Shri Babu Lal on behalf of the Bank in reply submitted that so far the period of first notice was concerned this was correct that he was not relieved of his duty on the expiry of the notice period because a certain theft had taken place and owing to the exigencies of the situation; he was allowed to work till 29th March 1950. No fresh notice, however, was given because the same was unnecessary. In reply to the other contention that the prior permission of the Tribunal was not obtained and as such the discharge order was not tenable, Shri Babu Lal submitted that the permission under Section 33 of the Act was only necessary in cases where the subject was victimised or it would have been the result of an unfair labour practice on the part of the Bank; but in this case Shri Khara became a spare hand and was discharged.

On the question of damages, Shri Babu Lal urged that the claim for damages does not form a part of this Reference having not been mentioned in the Schedule II of the Reference and cannot be entertained.

Now in view of the statement made by Shri Bhatia on behalf of the subject that he has been re-employed and does not want reinstatement, the questions for determination are as to whether Shri Khara is entitled to one month's salary in lieu of notice and he can claim damages in this count. The latter part of the relief claimed now viz. damages was not mentioned in the original application and moreover does not fall within the items referred to for adjudication in Schedule II of the Notification of Reference and the same must fall. Regarding one month's salary in lieu of notice the Bank representative has admitted in the course of arguments that Shri Khara was not relieved of his duty on the expiry of notice period and owing to the exigencies of the situation was asked to carry on, it follows that a fresh notice was necessary. In this connection, Exhibits B and C further reveal that he was made to continue on the asking of the Bank authorities and not on his seeking. I would, therefore, direct that the petitioner be paid one month's salary in lieu of notice within one month from the date of the publication of the award.

Reference No. 42 of 1950

HINDUSTHAN COMMERCIAL BANK

Appearances

Shri V. N. Sekhri, Secretary, U.P. Bank Employees Union, Kanpur, for Shri S. N. Nanda.

Shri K. N. Bhatnagar, Establishment Superintendent, Hindusthan Commercial Bank Ltd., for the Bank and

Shri J. K. Puri, Manager, Amritsar Branch.

S. N. Nanda.—He joined the Bank on 1st September 1945 as an Assistant which post is equivalent to that of a senior clerk. He was subsequently promoted to the post of a head clerk on the score of his good work and then rose to the rank of an Accountant and was sent to Amritsar Branch. It was in 1948 that he was asked to work as an Inspector in Kanpur, but some time after was appointed as Sub-Agent at Jhansi.

It so happened that he fell ill at Jhansi and was advised complete rest by the doctor; he applied for leave in July 1949 and the application was supported by Medical Certificate. The leave, however, was not granted and he was asked to apply again in September 1949 and meanwhile to meet the General Manager at Kanpur. In pursuance of that he approached the General Manager at Kanpur and asked for leave but the same was not granted. On the 7th November 1949 he was involved in a serious accident as his cycle collided with a Tonga when he was going on official duty whereupon he was relieved by Shri S. R. Sarain temporarily. When he was lying injured he contacted the head office for further instructions and he was advised to proceed home and leave his address with the Jhansi office. He accordingly left Jhansi on 12th November 1949 for Amritsar, his home. It was on the 19th November that he received an official letter at Amritsar intimating him that his services had been dispensed with from 12th November 1949.

Shri Sekhri on behalf of the subject submitted that the services of Shri Nanda were terminated without giving him any charge sheet or any opportunity to explain and coming to the written statement filed by the Bank he further stated that the objection raised by the Bank that Shri Nanda does not fall within the ambit of the definition of workman and was an officer, was not correct inasmuch as he had no controlling or directional powers which are always necessary for playing the role of an officer. He had no power to advance any amount to anyone without the express permission of the head office and had no power to appoint or dismiss anybody. He was furthermore doing clerical work as well (typing correspondence etc.) and as such he satisfied the definition of workman as defined under Section 2(s) of the Act. His salary furthermore was Rs. 147 which is less than Rs. 500. Shri Sekhri concluded that for all these reasons stated above Shri Nanda cannot

be termed as an officer and was a workman within the meaning of the Industrial Disputes Act. Reliance was placed on the following decisions:

- (1) Award of the Conciliation Officer, U.P., Kanpur in the case of S. L. Saxena Vs Hindusthan Commercial Bank dated 24th August 1949 wherein it was held that Shri Saxena who was drawing Rs. 400 and was working as a Sub-Agent was held to be a workman within the meaning of the Industrial Disputes Act. A copy of the decision was placed on the record (Ex. A).
- (2) The dictum laid down by the All India Industrial Tribunal (Bank Disputes) in the award at page 267—in the case of Parmeshwar Din Mishra of Kanpur—wherein a Sub-Manager, as Mishra was, was held to be a workman.
- (3) All India Industrial Tribunal (Bank Disputes) award page 320 in the case of Shri T. P. Malviya who was drawing a salary of Rs. 350 and was working as a Sub-Manager of the Lucknow Chowk Branch and later on as a Controller of Shri Maheshwari Rice and Oil Mill was held to be a workman.
- (4) The award given in the case of Ganga Narayan Melhotra, Sub-Agent, Hindusthan Commercial Bank, Generalganj, Kanpur who was held to be a workman.

The other argument advanced by Shri Sekhri was that although Jhansi was designated as Sub Branch in the written statement it was in point of fact only a pay office and as such an incumbent of that office cannot be dignified as an officer. In this connection reference was again made to the award of Mr. Pande in the case of Shri S. L. Saxena.

He next contended that in some other pay offices viz., Datia, Lalitpur etc. the incumbents of those offices were designated as Officer-in-charge and not Sub-Agent as in the case of Jhansi. In this connection reliance was placed on B. B. Singh's award published by the U.P. Government, Labour Department No. 1912(ST)/XVIII-142(ST)-48 and reference was made in particular to pages 11 and 12 (Issue No. 13) of the award—sub-para (s) wherein it was held that officers-in-charge of Pay Offices are workmen and cannot be termed as Officers. Shri Sekhri supplemented the argument on the preliminary objection that even for the sake of argument if it be granted that Shri Nanda does not fall within the definition of workman, the Tribunal has jurisdiction to decide the case because his cause has been espoused by the Union and as such it has become an 'industrial dispute' as defined in 2(k) of the Industrial Disputes Act. In this connection Shri Sekhri argued that the employees, whose cases have been taken up by the Employees Union fall within the definition of 'employee' given by the All India Industrial Tribunal award at pages 54, 55, 58, 62 and 250 (para 19). Reliance was further placed on the following awards already given in some cases:

- (1) *Gazette of India* dated 26th August 1950 (pages 464-465) in the case of Shri R. P. Shukla, who was a Sub-Manager and although he was held to be an officer still his case was decided that he was an 'employee', because his cause was taken up by the Union and it became an Industrial Dispute.
- (2) Observation made by the All India Industrial Tribunal in the case of Shri R. C. Thakural (page 254) supplemented by Government of India Gazette, at pages 485-486, dated 26th August 1950; wherein though he was held to be a Manager but still his case was decided having been taken up by the Employees Union.
- (3) Central Government Industrial Tribunal, Calcutta, award in the case of Shri B. N. Khosla of Traders Bank (Ref. No. 69/50), published in the *Gazette of India* dated 23rd September 1950 at page 670.

Replying to the other objection raised by the Bank that in this case the provisions of Section 33 are not applicable, Shri Sekhri submitted that the stand taken by the Bank in the written statement is wholly untenable as even under the old Act it was ordained in Section 33 that no change of condition could take place without the permission of the Tribunal except in the case of misconduct. He argued that

Shri Nanda's case was not one of misconduct and it applies with all its force and permission should have been taken before passing the order of discharge and as no permission was obtained the order of discharge was *ultra-vires* of the provisions of the Act. Furthermore, Shri Nanda's case was before the All India Industrial Tribunal (Bank Disputes) with regard to the scale of pay which point was taken collectively for all the employees and as such his case also was pending before the said Tribunal and no change in service could have been brought about.

On merits, Shri Sekhri submitted that the subject was a permanent hand and the objection that he was a monthly paid servant was pointless. He was not charge-sheeted as said above and was not given any opportunity for explanation and the discharge order was consequently untenable. Reliance was placed on the award of the All India Industrial Tribunal (Bank Disputes) at page 265 (case of P. D. Misra). Finally, Shri Sekhri stated that if the Bank did not make any headway in his time Shri Nanda was not responsible but the policy of the Bank by which no further progress could be made otherwise Shri Nanda was working very efficiently and was never reported against.

Shri K. N. Bhatnagar in reply raised the objection that Shri Nanda did not fall within the ambit of the definition of 'workman' because he was holding the post of Sub-Agent at Jhansi and as such his case is not triable by this Tribunal. Reliance was placed on the award of the U.P. Conciliation Board (Banks) 1949 at page 12 (Para T) wherein it was held that a Sub-Agent was an officer and does not come within the definition of 'workman'. It was further contended that the petitioner was a monthly paid servant and as such his services could be dispensed with by paying a month's salary. Shri Bhatnagar did not dispute the facts given by Shri Nanda in his application as to his joining the Bank's service and the manner in which his services were terminated and stated that there was no occasion of charge-sheeting him or to call for any explanation. The Bank representative maintained that the Bank was justified in dispensing with his services sheer on payment of one month's salary because his services were no longer required. In reply to the contention that prior permission in writing under the provisions of Section 33 of the Act was necessary, Shri Bhatnagar had no reply and only in lukewarm manner argued that it was not incumbent upon the Bank to obtain prior permission in writing of the Tribunal in this case.

Now Shri Nanda was admittedly a permanent hand and had been in the service of the Bank since September 1945 and in the absence of any cogent reason as to how he became a surplus hand it is difficult to follow the argument advanced by the Bank representative that his services could be dispensed with sheer on payment of one month's salary as he was a monthly paid servant or that no prior permission was necessary under the provisions of Section 33 for terminating his services.

Shri Bhatnagar, the Bank Representative, as revealed from his arguments given above, did not cite any authority or elaborated his point by any sound reasoning as to how the services of a permanent man could be dispensed with in this perfunctory manner. It appears that the Bank is of the view that any employee of the Bank working on monthly basis could be discharged any time at the sweet-will of the Bank authority. This manifestly is contrary to all the canons of justice and cannot be countenanced in the light of the labour legislation which has been enacted for the security of the services of the employees and which has been enforced under the Banking Companies Act as well as Industrial Disputes Act by which the proceedings of this Tribunal are being governed.

Even under the old Act which applies in this case it was only in cases of misconduct that any exception was made; otherwise it has always been made a condition precedent that in the course of the Tribunal proceedings if any employee is to be discharged it would be necessary to obtain the express permission of the Tribunal in writing. In view of the fact that no such permission was obtained, this application should succeed. But, I am afraid, the legal objection raised by the Bank on the point of jurisdiction comes in his way and in view of my finding in the Delhi Bank Disputes Award that Sub-Agent and Sub-Manager do not satisfy the definition of 'workman', the objection must prevail. The authorities relied upon by Shri Sekhri have already been discussed and distinguished in Delhi Bank Disputes Award while dealing with this question and need not be dealt with here. In the result I can have no alternative but to hold that Shri Nanda does not come within the meaning of the definition of 'workman' under Industrial Disputes Act, and notwithstanding of my finding in his favour on merits, his case must fall and the same is disallowed.

PUNJAB AND SIND BANK LTD.

Appearances

Shri Sardari Lal in person.

Shri Satindronath in person.

Shri Surjit Singh, Manager, Ludhiana Branch, for the Bank.

Sardari Lal and Satindro Nath.—They made a joint representation dated 6th March 1950 and Shri Satindronath opening the case on behalf of both submitted that both the applicants had joined Amritsar Branch of the Bank in October 1946 as clerks and continued to work on the same post till 15th October 1949 when their services were dispensed with abruptly without assigning any reason. Shri Satindronath arguing further stated that some of the members of the staff junior to both the applicants, namely, Gurbachan Singh and Bhagwan Singh are still working and as such their retrenchment was not made on good sound basis and this one factor was sufficient to show that their retrenchment was not justifiable. Replying to the other contention of the Bank as raised in the written statement that the applicants were temporary hands and were not yet confirmed Shri Satindronath contended that the period of probation is normally six months in all offices and it was no fault of theirs that they were not confirmed although they served the Bank for no less than three years. He concluded that the applicants cannot be termed as apprentice or probationary hands and furthermore in the letter of discharge no mention was made that the work of the claimants was unsatisfactory, as borne out by a copy of the order No. 4622, dated 16th September 1949 (Ex.B):

(At this stage a specific question was put to both the applicants as to whether they wanted reinstatement because they had not so mentioned in the application. They were a bit reluctant in reply and stated that they are not yet aware as to whether they could be employed now. Ultimately Shri Satindronath stated that he wanted reinstatement.)

The petitioners further claimed bonus for three half yearly balances i.e. for 9th June 1948, 31st December 1948, and 3rd June 1949 as well as dearness allowance and salary for the period of earned leave.

The Bank representative in reply averred that as disclosed by the joint application the petitioners have not asked for reinstatement and the prayer now made by one of them is not in order being an after-thought and may not be considered. It was further contended by the Bank representative that they did not even lodge any protest to the Bank and it is much too late in the day to say that their retrenchment was not justifiable; as evidenced from a copy of letter dated 13th January 1950 addressed by both the applicants to the Managing Director, Punjab & Sind Bank, wherein they have only asked for the arrears regarding Bonus and Dearness Allowance. Shri Surjit Singh further submitted that the salary for the period of leave due was not mentioned in the claim which was made to the Director and is also an after-thought.

Regarding the justification of their retrenchment, Shri Surjit Singh made the following points:

- (a) that out of 10 branches 8 branches of this Bank were situated in West Punjab and after the disturbances had to be closed and consequently certain hands became surplus and the Bank had no alternative but to retrench the services of some of its employees.
- (b) that both the employees were in Amritsar Branch which was on the border and the administrative office was shifted from this place to Dehra Dun. This move also made certain other employees surplus.
- (c) that before the retrenchment order came into effect reports were called for from all the branches and the confidential reports received in this connection showed that the work of the applicants was below par [a copy of the report was produced (Ex. 2)].

- (d) that the retrenchment was not the outcome of any vindictiveness or to victimize the applicants but it was in pursuance of certain policy which was adopted in the interest of the Bank administration. [In support of this argument a copy of the Managing Director's order dated 12th September 1949 was produced (Ex. 3)].
- (e) that both of these claimants had not been confirmed by the time they were retrenched and as such they were on the books of the Bank as temporary hands and that confirmation does not depend upon the length of the period of service but on the quality of work which was not found satisfactory.

Shri Surjit Singh proceeded that it was the right of the Bank so far as retrenchment goes and it has been always recognised and in this connection he relied upon the observations of the All India Industrial Tribunal (Bank Disputes) at page 139 under the heading 'Termination of Employment'.

Coming to the claim for bonus, dearness allowance and salary for the period of leave due, the Bank representative contended that in the first place this Tribunal has no jurisdiction to take cognizance of these matters because they are not specified in the Reference dated 21st February made by the Central Government which related to the specific items detailed in the Schedule and furthermore in case that the Tribunal seizes the jurisdiction over the question of bonus, dearness allowance etc. the same could be taken collectively and not in any individual case as held by the All India Industrial Tribunal (Bank Disputes) at pages 94-95 of the Award.

On merits, Shri Surjit Singh stated that in the absence of any statutory provision with regard to bonus the award is to be governed by the Rules and bye-laws of the Bank concerned; and under the Bank rules they are not entitled to any bonus as of right as it lies in the discretion of the Bank only to grant the bonus to anyone as it thinks proper. In this connection reliance was placed on a copy of the Resolution No. 28908 dated 20th August 1943 (Ex. 4). It was further argued that the services of the claimants were terminated on 15th September 1949 and the bonus was declared somewhere in December and as such the Bank was not sure of the resources as to whether any bonus was to be given at all and consequently their case could not be considered for bonus.

Coming to the point of dearness allowance, Shri Surjit Singh argued that the claimants have not specifically stated that on what ground do they ask for the increase in dearness allowance. In case that they want to take the benefit under the interim relief given by the All India Industrial Tribunal (Bank Disputes) then his argument is that the award was published in November 1949 long after the termination of their services and as such they could not claim any increase with retrospective effect because the award applies to the Bank employees and not to the ex-employees. Furthermore it was contended that the salaries of both the claimants had been raised from Rs. 51/- to Rs. 60/- with effect from 1st January 1949 and they were also getting Rs. 15/- as dearness allowance in addition to the basic salary i.e. in all Rs. 75/-; and in terms of the Interim award they were entitled to get Rs. 80/- in all with the result that if the legal objection raised in this connection does not prevail then they are entitled to Rs. 5/- per month from 1st June 1949 up to the date of their discharge and the Bank was prepared (in case the legal objection be over-ruled) to pay them the amount at the rate of Rs. 5/- from 1st June 1949 to 15th September 1949.

Regarding the salary claimed for the period of leave due by the claimant Shri Surjit Singh contended that even the Government rules do not allow any salary for the accumulated leave much less the Banks and the claim is misconceived. If they did not avail the leave they could not claim any salary for that period.

Now the points involved have been fully thrashed out in the detailed arguments of both sides and needs no elaboration. The grievance of both these applicants with regard to their retrenchment is understandable because they were old employees and yet their services were terminated and preference was given to others. The difficulty, however, which comes in their way is that they were not yet confirmed and were admittedly working as probationers and as urged by the Bank representative the question of retrenchment was based on certain confidential reports which were called for and the work of both these applicants was reported to be below the mark as evidenced from the report placed on the

K. S. CAMPBELL-PURI, Chairman,
Central Government Industrial Tribunal. Calcutta.

P. S. EASWARAN, Under Secy.

Central Boilers Board.

S.R.O. 96.—The following draft of amendments to the Indian Boiler Regulations, 1950, which the Central Boilers Board propose to make in exercise of the power conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), is published as required by sub-section (1) of section 31 of the said Act, for information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th April 1951.

Any objections or suggestions which may be received from any person with respect to the said draft before the date specified will be considered by the Central Boilers Board. Such objections or suggestions should be addressed to the Secretary, Central Boilers Board, North Block, New Delhi.

Draft Amendments

(i) In clause (b) of regulation 4, after the words "Inspecting Officer" the following words shall be added, namely:—

"in so far as it relates to testing of steel".

(11) The proviso to regulation 7 shall be omitted.

(iii) Regulation 8 shall be relettered as clause (a) of that regulation and to clause (a) as so relettered, the following clause shall be added, namely:—

“(b) Notwithstanding anything contained in Regulation 7 hollow forged or fusion welded drums and shells shall be constructed under the supervision of an Inspecting Authority and shall not be accepted unless the certificates required under Regulation 4 are submitted.”

(iv) After clause (c) of regulation 107, the following clause shall be inserted, namely:—

"(d) Shells of boilers not exceeding 4'-6" in diameter and a maximum working pressure of 120 lbs. per sq inch shall be fabricated by fusion welding provided the longitudinal, circumferential and end seams comply with conditions laid down in Regulations 247 to 269.

The working pressure of such shells shall comply with Regulation 176 where J is equal to 1 and C is equal to 2.75".

(v) After clause (b) of regulation 121, the following clause shall be inserted, namely:—

"(c) As an alternative to riveting, furnaces, furnace crowns, uptakes and other plates not in tension may be jointed by fusion welding provided the conditions laid down in Regulations 122 to 129 are complied with. The end connections of such plates to the shell or shell crown shall also comply with such conditions."

[No. EL-II/304(12).]

New Delhi, the 16th January 1951

S.R.O. 97.—The following draft of amendment to the Indian Boiler Regulations, 1950, which the Central Boilers Board propose to make in exercise of the power conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), is published as required by sub-section (1) of section 31 of the said Act, for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after the 15th February 1951.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Boilers Board. Such objections or suggestions should be addressed to the Secretary, Central Boilers Board, Ministry of Works, Mines and Power, New Delhi.

Draft Amendment

In regulation 385 of the said Regulations for the entries relating to fee the following entries shall be substituted, namely:—

	Rs.
"For Boiler Rating not exceeding 100	. 60
For Boiler Rating exceeding 100 but not exceeding 300	. 75
For Boiler Rating exceeding 300 but not exceeding 500	. 90
For Boiler Rating exceeding 500 but not exceeding 700	.105
For Boiler Rating exceeding 700 but not exceeding 900	.120
For Boiler Rating exceeding 900 but not exceeding 1100	.135
For Boiler Rating exceeding 1100 but not exceeding 2000	.150
For Boiler Rating exceeding 2000 but not exceeding 4000	.180
For Boiler Rating exceeding 4000 but not exceeding 6000	.210
For Boiler Rating exceeding 6000 but not exceeding 8000	.240
For Boiler Rating exceeding 8000 but not exceeding 10,000	.270
For Boiler Rating exceeding 10,000	.300."

[No. EL-II/304(14).]

S.R.O. 98.—The following draft of an amendment to the Indian Boiler Regulations, 1950, which the Central Boilers Board propose to make in exercise of the power conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), is published as required by sub-section (1) of section 31 of the said Act, for the information of all persons likely to be effected thereby, and notice is hereby given that the draft will be taken into consideration on or after the 30th April 1951.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Boilers Board. Such objections or suggestions should be addressed to the Secretary, Central Boilers Board, Ministry of Works, Mines and Power, New Delhi.

Draft Amendment

For Regulation 362 of the said Regulations, the following Regulation shall be substituted, namely:—

"362. *Branches, Tees, etc.*—Branches, bosses and drain pockets shall be welded to the pipes. Where a branch is of equal size to the main pipe, reinforcement as shown in Fig. 32A shall be employed. For pressures over 350 lb./sq. in. and/or temperatures of 750°F. or over, branches of 6 in. bore and larger shall be welded inside as well as

outside. Alternatively to the welding on the inside of the pipe, reinforcement as shown in Fig. 32A or mechanical lock shall be provided. The reinforcement shall be of substantial strength."

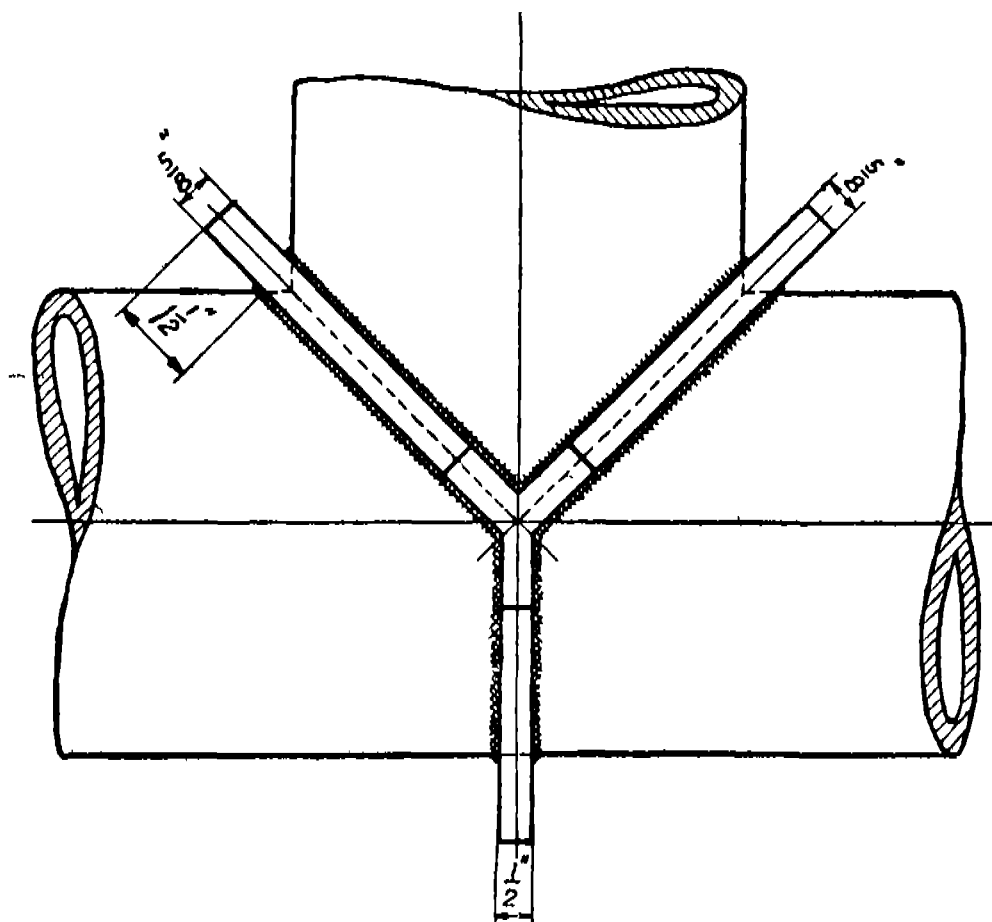


FIG. 32A FORM OF REINFORCEMENT FOR BRANCH PIPE CONNECTION.

[EL-II/304(47).]

N. P. DUBE, Secy., Central Boilers Board

